

File No. 131183

Committee Item No. 1

Board Item No. 6

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 1/8/2014

Board of Supervisors Meeting

Date: 1/14/14

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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Completed by: Victor Young Date January 3, 2014

Completed by: Z.W. Date 1/9/14

1 [Emergency Contract - Fixed Gas Monitoring System - Southeast Water Pollution Control
2 Plant - Not to Exceed \$225,000]

3 **Resolution approving an emergency procurement contract of the Public Utilities**
4 **Commission under Administrative Code, Section 21.15, to obtain materials needed to**
5 **repair the Fixed Gas Monitoring System at the Southeast Water Pollution Control Plant**
6 **with a contract amount not to exceed \$225,000.**

7
8 WHEREAS, On November 18, 2013, the SFPUC Wastewater Enterprise maintenance
9 staff at the Southeast Water Pollution Control Plant (SEP) observed a failure of the fixed gas
10 monitoring system during an inspection; and,

11 WHEREAS, If the fixed gas monitoring system is not repaired and expeditiously
12 returned to service, the facility will not maintain compliance with regulatory requirements and
13 there would be an unacceptable threat to treatment infrastructure, as well as the health and
14 safety of treatment plant personnel; and,

15 WHEREAS, San Francisco Administrative Code, Section 21.15, authorizes department
16 heads responsible for public work to award an emergency contract, exempt from the
17 competitive bidding process, in the event of an actual emergency which is defined as, "...
18 when it becomes necessary to immediately procure Commodities or Services to make repairs,
19 to safeguard the lives or property of the citizens or the property of the City or to maintain
20 public health or welfare as a result of extraordinary conditions..."; and,

21 WHEREAS, On November 18, 2013, the SFPUC General Manager declared an
22 emergency, approved by the President of the San Francisco Public Utilities Commission, to
23 repair the fixed gas monitoring system at the SEP and thereby protect public health and
24 safety; and,

1 WHEREAS, Administrative Code Section 21.15(C) requires that the General Manager
2 immediately notify the Controller, and seek Board of Supervisors approval of emergency
3 procurement with an estimated cost in excess of \$100,000; and,

4 WHEREAS, The SFPUC General Manager estimates that the emergency procurement
5 of resources and materials to repair the fixed gas monitoring system at the SEP will cost
6 approximately \$225,000; and,

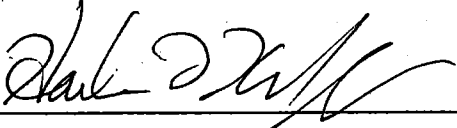
7 WHEREAS, The Controller has certified that funds are available for this emergency
8 work and contract; now, therefore, be it


9 RESOLVED, That the Board of Supervisors approves the emergency procurement
10 under Administrative Code Section 21.15, to obtain materials for the repair of the fixed gas
11 monitoring system at the SEP with a contract amount not to exceed \$225,000; and, be it

12 FURTHER RESOLVED, That actions taken to date by the San Francisco Public
13 Utilities Commission to secure such emergency contracts and resolve the emergency
14 condition are hereby ratified.

15
16 RECOMMENDED:

FUNDS AVAILABLE:

17 
18 _____

19 
20 _____
21 for Ben Rosenfield, Controller

22 Harlan L. Kelly, Jr.
23 General Manager
24 San Francisco Public Utilities Commission
25

Item 1
File 13-1183

Department:
Public Utilities Commission (PUC)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve an emergency procurement contract between the Public Utilities Commission (PUC) and NTK Construction, Inc. (NTK Construction) to obtain materials needed to repair the fixed gas monitoring system at the Southeast Water Pollution Control Plant in an amount not to exceed \$225,000 in accordance with Administrative Code Section 21.15.

Key Points

- On November 18, 2013, the PUC's Wastewater Enterprise Maintenance Division requested the Public Utilities Commission President to declare an emergency to replace the fixed gas monitoring system at the Southeast Water Pollution Control Plant due to an observation of a catastrophic failure of the system during an unscheduled inspection by the State of California Department of Industrial Relations – Division of Occupational Safety and Health (Cal- OSHA).
- On November 20, 2013, Mr. Vince Courtney, Public Utilities Commission President, approved the emergency procurement of materials needed to repair the fixed gas monitoring system for an estimated not-to-exceed amount of \$225,000.
- The procurement of the materials and the associated work related to the fixed gas monitoring system is expected to be completed by February 2014.

Fiscal Impact

- Of the not-to-exceed \$225,000 procurement contract amount to procure materials and provide associated repairs to the fixed gas monitoring system, \$150,000 is for materials and equipment and \$75,000 is for labor.
- NTK Construction, Inc. has submitted invoices to PUC totaling \$13,747 to date, which have not yet been paid.
- These emergency procurement costs will be paid from the 2013 Wastewater Revenue Bonds, previously approved by the Board of Supervisors, which were issued to pay the costs of planning, design, construction, and improvements of various wastewater capital improvement projects and are funded through the wastewater ratepayer revenues.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

In accordance with Administrative Code Section 21.15, an emergency procurement of commodities or services made by a City department that exceeds \$100,000 requires approval by the Board of Supervisors. If the emergency does not permit Board of Supervisors approval prior to the procurement being made, approval by the Board of Supervisors shall be obtained as soon thereafter as it is possible to do so.

The Administrative Code also authorizes department heads responsible for such emergency procurement to make procurements without utilizing the City's regular competitive bidding procedures. The Administrative Code Section 21.15 defines an event of an actual emergency as, "... when it becomes necessary to immediately procure Commodities or Services to make repairs, to safeguard the lives or property of the citizens or the property of the City or to maintain public health or welfare as a result of extraordinary conditions created by war, epidemic, weather, fire, flood, earthquake or other catastrophe, or the breakdown of any plant equipment, structure, street or public work."

Background

On November 18, 2013, the Public Utilities Commission's (PUC) Wastewater Enterprise Maintenance Division requested the Public Utilities Commission President to declare an emergency to replace the fixed gas monitoring system at the Southeast Water Pollution Control Plant (Plant). During an unscheduled inspection by the State of California Department of Industrial Relations – Division of Occupational Safety and Health (Cal- OSHA), the Plant maintenance staff observed a catastrophic failure of the Plant's fixed gas monitoring system.¹ PUC reported that the system needed to be repaired expeditiously in order to maintain compliance with regulatory requirements. In addition to the Cal-OSHA regulatory requirements², the hazardous conditions posed a threat to the treatment infrastructure, as well as the life and safety of the Plant's personnel. The Wastewater Enterprise Health and Safety section required manual monitoring of the Plant until the fixed gas monitoring system was repaired.

On November 20, 2013, Mr. Vince Courtney, Public Utilities Commission President, approved the emergency procurement of materials needed to repair the fixed gas monitoring system for an estimated not-to-exceed amount of \$225,000, in accordance with Administrative Code Section 21.15.

¹ The fixed gas monitoring system is part of the Plant' atmospheric monitoring system, which monitors the atmosphere for LEL (low explosive limits), low oxygen, and other potentially hazardous gases to protect the treatment plant and personnel.

² Cal-OSHA Title 8, CCR 33.28, regulates the requirements related to atmospheric monitoring systems.

Southeast Water Pollution Control Plant

The Southeast Water Pollution Control Plant, located at 750 Phelps Street in Bayview-Hunters Point, is a critical part of the PUC's wastewater treatment system, processing approximately two-thirds of the City's wastewater, before being released into the Bay.

According to the San Francisco Sewer System Master Plan issued by the PUC in 2010, the Plant was constructed in 1951, and significantly upgraded in 1982, but has now outlived its operational usefulness and is in critical need of replacement. The entire plant is slated to be replaced under the PUC's proposed Biosolids Digester Facilities Project, which is anticipated to commence in 2018, at an estimated cost of \$1.186 billion, under the larger capital program of the PUC's Sewer System Improvement Program (SSIP).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve an emergency procurement contract between PUC and NTK Construction, Inc. (NTK Construction), without undergoing the City's regular competitive bidding procedures, to obtain materials needed to repair the fixed gas monitoring system at the Southeast Water Pollution Control Plant in an amount not to exceed \$225,000 in accordance with Administrative Code Section 21.15.

According to Ms. Erin Hagan, PUC Policy and Government Affairs Manager, PUC selected NTK Construction to provide the materials, consisting of gas monitors and other related materials, and the associated repairs of the fixed gas monitoring system because the PUC has two existing contracts with NTK Construction previously awarded through a competitive bid process to perform similar work, which consists of major electrical and mechanical work on the wastewater process buildings at the Southeast Water Pollution Control Plant. Ms. Hagan states NTK has immediate access to the technical capabilities and resources necessary to provide the needed materials and perform the emergency work, and was already present on site, therefore not incurring any additional mobilization expenses. Ms. Hagan advises that the PUC will require NTK to provide multiple quotes for the needed materials.

FISCAL IMPACT

Of the not-to-exceed \$225,000 procurement contract amount to procure materials and provide associated repairs to the fixed gas monitoring system at the Southeast Water Pollution Control Plant, \$150,000 is for materials and equipment and \$75,000 is for labor. These emergency procurement costs will be paid from the 2013 Wastewater Revenue Bonds, previously appropriated by the Board of Supervisors, which were issued to pay the costs of planning,

design, construction, and improvements of various wastewater capital improvement projects and are funded through the wastewater ratepayer revenues.

As shown in the Table below, NTK Construction, Inc. has submitted invoices to PUC totaling \$13,747 to date, which have not yet been paid.

**Table. Actual Expenditures to Date and
Estimated Future Expenditures**

Item	Actual invoices to date	Estimated additional Expenditures to be incurred	Total Estimated Expenditures
Total	\$13,747	\$211,253	\$225,000

According to Ms. Erin Hagan, Policy and Government Affairs Manager, PUC, all of the work related to the fixed gas monitoring system is expected to be completed by February 2014.

RECOMMENDATION

Approve the proposed resolution.



Inter-Office Memorandum

DATE: November 18, 2013
TO: The Honorable Vince Courtney
President, San Francisco Public Utilities Commission
THROUGH: Harlan L. Kelly, Jr.
General Manager
FROM: Tommy T. Moala
Assistant General Manager
SUBJECT: Declaration of Emergency: Repairs to Fixed Gas Monitoring System at Southeast Water Pollution Control Plant

On November 18, 2013, the San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) maintenance division requested an emergency to replace the hazardous gas monitoring system at the Southeast Water Pollution Control Plant (SEP). During an inspection, the SEP maintenance staff observed a catastrophic failure of the atmospheric monitoring system at the Southeast Plant Influent Lift Station and Headworks. The system needs to be repaired expeditiously in order to maintain compliance with regulatory requirements. Furthermore, the hazardous conditions pose a threat to the treatment infrastructure, as well as the life and safety of the treatment plant personnel. At this time, the SFPUC/WWE Health and Safety section has required manual monitoring protocol, until the fixed gas monitoring system is refurbished.

It is in the best interest of the City to declare an emergency for this work to repair the fixed gas monitoring system in order to mitigate the potential risks to the health and safety of facility personnel, ensure permit compliance and protect the surrounding Southeast Community.

This request for an emergency declaration is for resources and materials to perform the work beyond the capabilities of the City forces as soon as possible for an estimated cost not-to-exceed \$225,000.

I am therefore declaring the existence of an emergency. I trust that this meets with your concurrence and approval.

CONCUR AND APPROVE:

Vince Courtney - President
San Francisco Public Utilities Commission

[Handwritten signature]

Edwin M...
Harlan L. Kelly, Jr.
Tommy T. Moala

DOCUMENT 00520

AGREEMENT

THIS AGREEMENT is made for the convenience of the parties this _____ day of _____, 2014 by and between NTK Construction, Inc., located at 501 Cesar Chavez Street, Suite #123, San Francisco, CA 94124 ("CONTRACTOR"), and the City and county of San Francisco, State of California (the "CITY"), acting through the General Manager (the "GENERAL MANAGER") of the San Francisco Public Utilities Commission (the "SFPUC"); under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, on the 18th day of November, 2013 the GENERAL MANAGER, in accordance with Section 6.60 of the San Francisco Administrative Code, declared an emergency to replace the hazardous gas monitoring system at Southeast Water Pollution Plant (SEP) which experienced a catastrophic failure of the atmospheric monitoring system at the Southeast Plant Influent Lift Station and Headworks; and

WHEREAS, the Declaration of Emergency was approved by the President of the San Francisco Public Utilities Commission on November 18, 2013, a copy of the Declaration is attached hereto; and

WHEREAS, the CITY retained the CONTRACTOR to perform the emergency work described above; and

WHEREAS, the San Francisco Public Utilities Commission issued a Notice to Proceed to CONTRACTOR on November XX, 2013 for

**Southeast Water Pollution Control Plant (SEP) Fixed Gas Monitoring Emergency Repairs
Contract No. WW-596(E) (Not to Exceed \$225,000)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the GENERAL MANAGER, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the GENERAL MANAGER.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

ARTICLE 1 – CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES

1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between

CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Document 00700). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Document 00700).

- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. As set forth in Document 00802, the Work shall be Substantially Complete within 180 days, beginning with and including the official date of Notice to Proceed as established by the GENERAL MANAGER, and Finally Complete in accordance with Article 9 of the General Conditions (Document 00700) within 30 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Document 00700). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Document 00802 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

ARTICLE 3 – CONTRACT SUM

- 3.01 Contract Sum.
 - A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices (Document 00410):
 - 1. Lump sums for specified portions of the Work.
 - 2. The total of all Unit Price Items bid.
 - 3. The allowance(s) specified.
 - 4. Selected additive/deductive Alternate Bid Items.

Total awarded contract amount: _____

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

- 3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(E). In addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction, San Francisco Administrative Code section 6.22(J). Refer to Document 00820 for further information.

- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

- A. Copies of the latest prevailing wage rates are on file at the San Francisco Public Utilities Commission, City and County of San Francisco, Contract Administration Bureau, 525 Golden Gate Avenue, 8th Floor, San Francisco, CA 94102.

- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each

calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

ARTICLE 5 – NOTICES TO PARTIES

5.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Contact the designated City Representative

To CONTRACTOR: NTK Construction, Inc.
(Contractor's name)

(Contractor's mailing address)

(Contractor's e-mail address)

(Contractor's fax no.)

5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

ARTICLE 6 - PROJECT-SPECIFIC PROPRIETARY OR CONFIDENTIAL INFORMATION

6.01 When CONTRACTOR received the Bid Documents for this Project, it executed a Confidentiality Agreement in which it agreed to maintain the confidentiality of the plans, specifications and related documents for the Project. That Confidentiality Agreement is attached to this AGREEMENT as Attachment A and is hereby incorporated into the Contract Documents.

ARTICLE 7 – TERMINATION AND SURVIVAL

7.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Document 00700).

7.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the

City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

[Emergency Contracts Only]

Executed on _____, 201_____

NTK Construction, Inc.

Name of Firm or Corporation

(signed) Bidder or Authorized Representative

Telephone Number

Position in Firm or Corporation

S.F. Business Tax Registration Certificate Number

Address of Firm or Corporation Zip Code

Contractor's California License No.

License Expiration Date

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland including in Document 00822, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 Contract.

NTK Construction, Inc.

Principal

By _____

Title

CITY
Awarded:

Approved as to form:
DENNIS J. HERRERA
City Attorney

By: _____
General Manager, San Francisco Public Utilities
Commission

By: _____
Deputy City Attorney

END OF DOCUMENT

SEC. 21.15. EMERGENCY PROCUREMENT PROCEDURES.

(a) The Board of Supervisors hereby declares that an actual emergency shall exist when it becomes necessary to immediately procure Commodities or Services to make repairs, to safeguard the lives or property of the citizens or the property of the City or to maintain public health or welfare as a result of extraordinary conditions created by war, epidemic, weather, fire, flood, earthquake or other catastrophe, or the breakdown of any plant equipment, structure, street or public work.

(b) For any Commodities or Services that would normally be procured by the Purchaser, a contract may be executed by the Purchaser in the most expeditious manner, and shall be promptly confirmed by issuance of a regular purchase order.

(c) The department head responsible for the operations for which Commodities or Services are needed may also enter into a contract directly in the most expeditious manner necessary in order to respond to the emergency; however, if the emergency permits, the department head shall first secure the written approval of the president of the board or commission concerned, or from the Mayor or the Mayor's designee for any department under the Mayor's jurisdiction, and in all cases the approval of the Board of Supervisors must be obtained for any contract in excess of \$100,000. If the emergency does not permit such approvals to be obtained before the contract is executed, such approvals shall be obtained as soon thereafter as it is possible to do so.

(d) The Purchaser or the department, as the case may be, shall attempt to obtain at least three Bids for emergency purchases.

(e) The Board of Supervisors hereby declares that an actual emergency shall exist during a period of material shortages when goods meeting the exact specifications as ordered are not procurable. When such goods are immediately required, the Purchaser, with the approval of the Director of Administrative Services, shall have authority to accept satisfactory substitutes and to make proper price adjustments therefor; provided, that if such price adjustment should increase the contractual obligation by more than 10 percent, the Purchaser shall first obtain approval by the Controller, who shall reserve the additional amount of money required to meet the increased obligation.

(Added by Ord. 156-99, File No. 990743, App. 6/2/99)



**San Francisco
Water Power Sewer**

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

TO: Angela Calvillo, Clerk of the Board
FROM: Erin Hagan, Policy and Government Affairs Manager
DATE: December 2, 2013
**SUBJECT: Resolution approving Declaration of Emergency and
emergency procurement contract for materials to repair the
Fixed Gas Monitoring System at the Southeast Water
Pollution Control Plant in an amount not-to-exceed
\$225,000.**

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2013 DEC -2 AM 11:26
AK

Attached please find a resolution approving a SFPUC emergency procurement contract for materials to repair the Fixed Gas Monitoring System at the Southeast Water Pollution Control Plant.

The following is a list of accompanying documents (3 sets):

1. Board resolution signed by the General Manager and the Controller.
2. General Manager's declarations of emergency for the Fixed Gas Monitoring System from November 18, 2013, signed by the President of the Commission.
3. Ethics Form SFEC-126.

Please contact Erin Hagan at 554-0706 if you need any additional information on these items.

- Edwin M. Lee**
Mayor
- Vince Courtney**
President
- Ann Moller Caen**
Vice President
- Francesca Vietor**
Commissioner
- Anson Moran**
Commissioner
- Art Torres**
Commissioner
- Harlan L. Kelly, Jr**
General Manager.



**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: NTK Construction, Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
Tin Tran, President Sammy Kwok, VP/CFO/Secretary Dave Nosenzo, Board Member	
Contractor address: 501 Cesar Chavez Street, Ste 123, San Francisco, CA 94124	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$ 225,000
Describe the nature of the contract that was approved: WW-596(E) Repair/Refurbish the fixed gas monitoring system in the existing Headworks facility located at the Southeast Water Pollution Control Plant.	
Comments: None.	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

