

File No. 140140

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date March 19, 2014

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Linda Wong Date March 14, 2014

Completed by: _____ Date _____

1 [Emergency Contract - San Francisco General Hospital Building 80/90 Elevator Modernization
2 - Not to Exceed \$2,500,000]

3 **Resolution approving an emergency public work contract under Administrative Code,**
4 **Section 6.60, to modernize and replace three elevators in San Francisco General**
5 **Hospital Buildings 80 and 90 with a contract amount not to exceed \$2,500,000.**

6
7 WHEREAS, San Francisco General Hospital's (SFGH) separate but physically
8 attached Buildings 80 and 90 at 995 Potrero Avenue serve several outpatient clinics including
9 the Family Health Clinic, Positive Health Program, the Tuberculosis Clinic, the Opiate
10 Treatment Outpatient Program, and the Child and Adolescent Support Advocacy and
11 Resource Center; and

12 WHEREAS, Three elevators—two in Building 80 and a single elevator in Building 90—
13 service the specialty clinics located on the Buildings' six floors; and

14 WHEREAS, The three elevators combine to provide more than 400,000 elevator trips
15 per year; and

16 WHEREAS, The elevators experience frequent disruptions in service, including several
17 incidents during extended out-of-service periods that required clinical staff and Fire
18 Department response to remove patients via the stairways using evacuation chairs; and

19 WHEREAS, Due to these frequent disruptions in service, the delivery of patient care
20 and the working conditions of clinical staff have been adversely affected; and

21 WHEREAS, Under Title II of the American with Disabilities Act, the City must ensure
22 that every program, service, benefit, activity and facility operated or funded by the City is fully
23 accessible to, and useable by, people with disabilities; and

1 WHEREAS, The repair and modernization of the three elevators in SFGH Building 80
2 and 90 is a capital project under the Mayor's Office on Disability's ADA Transition Plan,
3 Critical Access Repair and Maintenance Program; and

4 WHEREAS, Administrative Code, Section 6.60, authorizes department heads
5 responsible for public work to award an emergency contract, exempt from the competitive
6 bidding process, in the event of an actual emergency which includes the "breakdown or
7 imminent breakdown of any plant, equipment, structure, street, or public work necessitating
8 immediate emergency repair or reconditioning to safeguard the lives or property of the
9 citizens; or the property of the City and County of San Francisco; or to maintain the public
10 health or welfare;" and

11 WHEREAS, On December 17, 2013, the Mayor's Office on Disability issued a
12 memorandum, on file with the Clerk of the Board of Supervisors in File No. 140140, which is
13 hereby declared to be a part of this resolution as if set forth fully herein, requesting the
14 Director of the Department of Public Works to declare an emergency in order to execute a
15 contract for the repair and modernization of the SFGH Building 80 and 90 elevators in the
16 most expeditious manner; and,

17 WHEREAS, On December 19, 2013, the Director of the Department of Public Works
18 declared an emergency to allow immediate repair and modernization of the SFGH Building 80
19 and 90 elevators; and

20 WHEREAS, Administrative Code, Section 6.60(D), requires that the Board of
21 Supervisors approve emergency work with an estimated cost in excess of \$250,000; and

22 WHEREAS, The cost to repair and modernize the three elevators is \$2,500,000; and

23 WHEREAS, The Controller has certified that funds are available for this emergency
24 contract; now, therefore, be it
25

1 RESOLVED, That the Board of Supervisors approves and authorizes the Director of
2 the Department of Public Works to proceed with all work necessary to repair and modernize
3 the three elevators in SFGH Buildings 80 and 90 with a contract amount not to exceed
4 \$2,500,000; and, be it

5 FURTHER RESOLVED, That actions taken to date by Department of Public Works
6 (DPW) to secure such emergency contracts and resolve the emergency condition are hereby
7 ratified; and, be it

8 FURTHER RESOLVED, That within thirty days of the contract being fully executed by
9 all parties, DPW shall provide the final contract to the Clerk of the Board for inclusion into the
10 official file.

CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

March 13, 2014

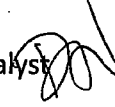
TO: Budget and Finance Sub-Committee
FROM: Budget and Legislative Analyst 
SUBJECT: March 19, 2014 Budget and Finance Sub-Committee Meeting

TABLE OF CONTENTS

Item	File	Page
1	14-0140 Emergency Contract – San Francisco General Hospital Building 90/90 Elevator Modernization – not to exceed \$2,500,000; DPW	1

Item 1 File 14-0140	Departments: Department of Public Works (DPW) Mayor's Office of Disability (MOD) San Francisco General Hospital (SFGH)
EXECUTIVE SUMMARY	
Legislative Objective	
<ul style="list-style-type: none"> • The proposed resolution would approve an emergency public work contract awarded by DPW to Rodan Builders, Inc. (Rodan), in accordance with Administrative Code 6.60, to repair and modernize three elevators in San Francisco General Hospital (SFGH) Building 80/90 from December 26, 2013 to April 1, 2015, for a not-to-exceed \$2,500,000. 	
Key Points	
<ul style="list-style-type: none"> • On July 8, 2013, based on a competitive bid process, a SFGH Building 80/90 elevator construction contract for \$2,286,619 was awarded to Galleria, Inc. DBA Trico Construction (Trico). However, DPW terminated this contract on December 12, 2013, because Trico was unwilling to comply or assume liability for industry-standard infection control procedures in SFGH's high-risk areas, including the Tuberculosis and AIDS clinics. • On December 17, 2013 the Mayor's Office on Disability (MOD) requested the Department of Public Works (DPW) Director declare an emergency to contract out the construction of SFGH's Building 80 / 90 elevator project without undergoing a subsequent competitive bid process because these elevators were frequently out-of-service, compromising patient safety and staff working conditions. • On December 19, 2013, the Director of Public Works declared an emergency. An emergency contract for \$2,500,000 was awarded to Rodan Builders, Inc. (Rodan) on December 26, 2013 and pre-construction work started immediately. 	
Fiscal Impact	
<ul style="list-style-type: none"> • The \$2,500,000 emergency contract with Rodan represents an increase of \$213,381, or 9.3%, over the original \$2,286,619 contract with Trico. To date, \$144,231 has been expended against the Trico contract. • Approximately 10% of the Rodan contract, or \$250,000, has been completed to date. However, no payments have yet been made by DPW. Funds for the proposed construction contract between DPW and Rodan were previously appropriated from General Fund revenues in MOD's budget. 	
Policy Consideration	
<ul style="list-style-type: none"> • If SFGH and DPW had initially identified the required Class IV level of requirements and specifically identified the need for such infection control procedures for this project prior to issuing the bid, the subject emergency resolution would likely not be required. DPW should work more closely with individual City departments to ensure that the specific required level of compliance is identified in initial competitive bids. 	
Recommendations	
<ul style="list-style-type: none"> • Amend the title of the proposed resolution to substitute the phrase "replace Elevator 27 and modernize and repair Elevators 26 and 28" for "modernize and replace three elevators" on page 1, line 4. • Approve the proposed resolution, as amended. 	

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

In accordance with Administrative Code Section 6.60, an emergency contract awarded by a City department that exceeds \$250,000 requires approval by the Board of Supervisors. Administrative Code provisions also authorize department heads responsible for such emergency work to award and proceed with emergency contracts, which are not subject to the City's regular competitive bidding procedures. The Administrative Code defines an emergency as a sudden, unforeseeable and unexpected occurrence or a discovery of a condition involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss or damage to, life, health, property or essential public services.

Background**ADA Transition Plan: Critical Access Repair and Maintenance Program**

On May 22, 2007, the Board of Supervisors adopted the City's Americans with Disabilities Act (ADA) Transition Plan and Uniform Physical Access (Transition Plan) strategy (File 07-0367), in order to comply with U.S. Department of Justice Title II regulations (1) mandating that every program, service, benefit, activity and facility operated or funded by the City be accessible and usable for individuals with disabilities, and (2) requiring detailed assessment of public facilities and documentation of accessibility plans. Implementation of the ADA Transition Plan was coordinated with the City's Ten-Year Capital Plan, adopted by the Board of Supervisors on June 20, 2006 (File 06-0585), with funding through the Mayor's Office on Disability (MOD). According to Mr. JohnPaul Scott, Deputy Director of Physical Access for MOD, \$46.2 million in General Fund monies have been appropriated by the Board of Supervisors to the City's ADA Transition Plan, supporting approximately 60-70 ADA projects. Mr. Scott says the Transition Plan acts as a "safety net" for ADA compliance, supporting projects that otherwise would not be completed through bond financing programs or from enterprise department revenues.

In 2009, the City's ADA Transition Plan was updated to include a dedicated funding stream from previously appropriated General Fund monies for unanticipated, emergent problems that create fundamental access issues for people with disabilities. Called the Critical Access Repair and Maintenance Program, Table 1 below contains a list of such ADA projects that have received General Fund support since FY 2009-10, totaling \$6,869,930.

Table 1: Critical Access Repair and Maintenance General Fund ADA Projects

FY 2009-10	Project Initiation Department of Public Works (DPW) Concept Support to MOD	\$10,000
FY 2010-11	San Francisco General Hospital (SFGH) BLDG 80/90 Elevator Report	74,925
FY 2011-12	SFGH BLDG 80/90 Architect and Engineering Fees SFGH BLDG 80/90 Exterior ramps, passenger loading zones Recreation and Park Department (RPD) Tenderloin Rec Center Elevator Architect & Engineering Fees	1,250,000
FY 2012-13	SFGH BLDG 80/90 Elevators, Backup Clinic, and Ground Floor Toilets RPD Tenderloin Rec Center Elevator Construction	4,300,000
FY 2013-14	SFGH BLDG 80/90 Construction Contingency SFGH BLDG 3 Entry Ramp / First Floor Toilets SFGH Potrero Entry Ramp	1,235,005
Total		\$6,869,930*

Source: Mayor's Office on Disability

*Includes \$4.9 million in SFGH Building 80/90 Elevator Upgrade Project.

San Francisco General Hospital Building 80 / 90 Elevator Accessibility Upgrade Project

The San Francisco General Hospital (SFGH) Building 80 / 90 Elevator Accessibility Upgrade Project was the first ADA project supported by the Critical Access Repair and Maintenance Program. Building 80 / 90 at SFGH has three elevators - two in Building 80 and one in Building 90 – that serve specialty outpatient health clinics¹ in the buildings' upper stories, providing more than 400,000 elevator trips per year.

Starting in 2009, MOD began receiving ADA complaints concerning elevator failures in Buildings 80 and 90. According to MOD and the Department of Public Works (DPW), over the last five years, these elevators have been frequently out-of-service, which has adversely affected the delivery of patient care, the working conditions of staff, and has led to incidents where patients became temporarily stranded in elevators, or had to be physically transported down stairwells by Clinic Staff.

As a result, in late 2009 a project was developed under the ADA Transition Plan to repair and modernize the three elevators in Building 80/90. Table 2 below shows the project's General Fund appropriations as of April 25, 2013, totaling \$4,900,000, funded over three fiscal years. According to Ms. Marilyn Thompson, project manager for the DPW, DPW is managing this project on behalf of MOD and SFGH.

¹ Including the Family Health Clinic, Positive Health Program, the Tuberculosis Clinic, AIDS Clinic, the Opiate Treatment Outpatient Program, and the Child and Adolescent Support Advocacy and Resource Center.

Table 2: SFGH Building 80 / 90 Elevator Upgrade Budget From Previously Appropriated General Fund Revenues

Description	Amount
Design (FY 2011-12) <ul style="list-style-type: none"> • Project management • Permits and fees • Architect and engineers • Contracts 	\$913,605
Engineering /Management (FY 2012-13) <ul style="list-style-type: none"> • Architect and Engineers • Construction management • Oversight • Inspections 	997,080
Construction (FY 2013-14) <ul style="list-style-type: none"> • Elevator construction • Change order contingency • SFGH relocation costs 	2,860,036
Construction contingency (FY 2013-14)	129,279
GRAND TOTAL	\$4,900,000

Source: Mayor's Office on Disability; Department of Public Works

According to Ms. Thompson, the design work has been completed and the engineering/management work and construction on the elevator upgrade project at SFGH Building 80/90 are ongoing and estimated to be completed by the spring of 2015.

Construction Contract with Trico Construction

A construction contract for the repair and modernization of the three SFGH Building 80/90 elevators was advertised for formal bid on February 21, 2013 and four bids were received on March 27, 2013. A contract was awarded to the low bidder, Galleria, Inc. DBA Trico Construction (Trico) on July 8, 2013 in the amount of \$2,286,619, for a term of approximately 14 months.

On December 5, 2013, three months after the Notice to Proceed had been issued, Trico stated to SFGH and DPW that they were unwilling to comply with infection control procedures specified by the "Infection Control Risk Assessment", an industry standard for construction activities in hospital environments. Procedures are determined based upon the type of construction activity taking place and patient risk categories².

According to Ms. Kathy Jung, Associate Administrator at SFGH, and Mr. Jason Zook, Executive Project Manager at SFGH, the project was originally bid with Class II Infection Control

² Major new construction around patients with immune-deficiency disorders, for example, would be classified as the "Highest Risk" and have the highest level of containment. Simple painting in an office area, however, would be classified as "Low Risk".

requirements and then revised to Class III as an amendment prior to the bid submissions. Ms. Thompson then advises that on November 15, 2013, DPW issued revised Infection Control procedures at the request of SFGH to further increase the level of containment for the elevator repair and modernization project from Class III to the highest level, Class IV, specifically for the AIDS ward where immune deficient patients receive care.

According to Ms. Jung and Mr. Zook, Trico stated they were unable to perform “Negative Pressure Containment³” work, which would have been required on any floor housing patients in the “High” or “Highest” risk group category, including the Tuberculosis and AIDS clinics, which is part of both Class III and Class IV requirements. Ms. Thompson also advises that Trico was unwilling to assume liability for the new level of compliance that would be required for the increased control procedures. On December 12, 2013, DPW therefore terminated the contract with Trico. According to Ms. Thompson, although no site work had begun, a total of \$144,231 has been expended against the Trico contract.

Emergency Declaration and Emergency Contract with Rodan Builders

On December 17, 2013 Ms. Carla Johnson, Interim Director of MOD, issued a memo to DPW requesting an emergency declaration to award a construction contract for repair and modernization of SFGH’s three elevators in Building 80 / 90, without undergoing an additional competitive bid process, because this elevator rehabilitation project could not afford further delays.

On December 19, 2013, the Director of Public Works declared an emergency. An emergency contract in the amount of \$2,500,000 was awarded to Rodan Builders, Inc. (Rodan) on December 26, 2013 and pre-construction work started immediately.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve an emergency public work contract awarded by the DPW to Rodan Builders, Inc. to repair and modernize the three elevators in SFGH’s Building 80 / 90, for a contract term of approximately 15 months, from December 26, 2013 to April 1, 2015, for a not-to-exceed \$2,500,000. In accordance with Administrative Code Section 6.60, this emergency contract award was not subject to a subsequent competitive bid procedure.

According to MOD and DPW, Rodan was selected for two reasons: (1) Rodan was already mobilized on-site at SFGH, having been previously awarded a contract based on a low-bid for the separate Building 5 Elevator Modernization project, and (2) Rodan was the second lowest qualified bidder after Trico (the previous contractor, who was terminated) for the Building 80 / 90 Elevator Upgrade Project.

The title of the proposed resolution specifies that the proposed emergency contract would “modernize and replace three elevators” in SFGH Buildings 80 and 90. However, only Elevator 27 is being replaced. Elevators 26 and 28 are being modernized and repaired. Therefore, the

³ A contained or regulated area that has negative air pressure drawn on it by filtered air machines.

title of the proposed resolution should be amended to substitute the phrase “replace Elevator 27 and modernize and repair Elevators 26 and 28” for “modernize and replace three elevators” on page 1, line 4.

FISCAL IMPACT

Table 3 below summarizes the not-to-exceed \$2,500,000 contract budget with Rodan.

Table 3: Rodan Contract Budget

Description	Proposed Funding
Procurement Partnering ⁴	\$25,000
Building Operations and Integration	125,000
Infection Control	50,000
Elevator Maintenance	100,000
PHASE 1 – Elevator 28 (Building 80) 1/13/14 to 5/30/14	632,852
PHASE 2 – Elevator 26 (Building 90) 6/2/14 to 11/10/14	995,448
PHASE 3 – Elevator 27 (Building 80) 11/11/14 to 4/1/15	571,700
GRAND TOTAL	\$2,500,000

Source: Mayor’s Office on Disability; Department of Public Works

The \$2,500,000 emergency contract with Rodan represents an increase of \$213,381 or 9.3% more than the original \$2,286,619 contract with Trico, who was terminated. According to Ms. Thompson, approximately 10% of the contract value, or \$250,000, has been completed to date by Rodan. However, Ms. Thompson advises that no payments have yet been made by DPW.

Ms. Thompson advises that the City is currently in the process of negotiating a settlement with Trico. As noted above, \$144,231 has previously been expended against the Trico contract.

Funds for the proposed \$2,500,000 elevator repair and modernization construction contract between DPW and Rodan are available from General Fund monies previously appropriated by the Board of Supervisors in the MOD’s Critical Access Repair and Maintenance program.

POLICY CONSIDERATIONS

As previously noted, the emergency contract with Rodan is being requested due to the termination of the original contract with Trico, which was awarded based on a competitive bid process. The original Trico contract was terminated by DPW because, according to DPW, Trico was unwilling to comply or assume liability for the higher-level of required infection control

⁴ Procurement Partnering is defined as a structured management approach to facilitate teams working across contractual boundaries in order to formalize mutual objectives, provide methods of resolving problems, and continuously measure improvements.

procedures necessary for the SFGH elevator project. As discussed above, the bid called for Class III requirements, which were subsequently amended to Class IV requirements, after the contract was awarded. According to Ms. Thompson, such infection control procedures are required under both Class III and Class IV requirements.

If SFGH and DPW had initially identified the required Class IV infection control level of requirements and specifically identified the need for such infection control procedures for this project prior to issuing the bid, the subject emergency resolution would likely not be required. The DPW should work more closely with individual City departments to ensure that the specific level of compliance that is required is identified in the initial competitive bid process. However, given that there was a competitive bid process, and after the initial contract with Trico was terminated, the second-ranked contractor was able to immediately commence work on the subject emergency elevator project contract, the proposed resolution should be approved.

RECOMMENDATIONS

1. Amend the title of the proposed resolution to substitute the phrase “replace Elevator 27 and modernize and repair Elevators 26 and 28 ” for “modernize and replace three elevators” on page 1, line 4.
2. Approve the proposed resolution, as amended.



Ed Lee, Mayor
Mohammed Nuru, Director

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2014 FEB 14 PM 1:55

SNB



Phone: (415) 554-6920
FAX: (415) 554-6944
TDD: (415) 554-6900
<http://www.sfdpw.com>

Department of Public Works
Office of the Director
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4645

January 11, 2014

Angela Calvillo
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, CA 94102-4689

VIA Hand Delivery

Subject: Request for Resolution Approving Emergency Public Work Contract
Modernize and Replace Three Elevators in San Francisco General Hospital

Dear Ms. Calvillo:

Attached herewith an original and two copies, as well as supporting documentation, of a Resolution requesting approval of an emergency public work contract under Administrative Code Section 6.60, to modernize and replace three elevators in San Francisco General Hospital Buildings 80 and 90.

At the request and support of the Mayor's Office on Disability, the Department of Public Works declared an emergency due to the fact that the elevators experience frequent disruptions in service adversely affecting the delivery of patient care and the working conditions of the staff. The elevators serve several outpatient clinics including the Family Health Clinic, Positive Health Program, the Tuberculosis Clinic, the Opiate Treatment Outpatient Program and the Child and Adolescent Support Advocacy and Resource Center.

We respectfully request passage of the Resolution supporting this declaration of emergency and award of a contract with a not to exceed amount of \$2,500,000.

The contact person for this resolution is Marilyn Thompson at (415) 557-4681.

Yours truly,


Mohammed Nuru

Encls.

140140

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 26 day of December 20 13 by and between Rodan Builders, Inc. located at 859 Cowan Road, Burlingame, CA 94010 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 26 day of December, 2013, under AWARD OF EMERGENCY CONTRACT ORDER NO. 182,027, as more fully appears in the formal record of the DIRECTOR:

**SAN FRANCISCO GENERAL HOSPITAL BUILDINGS 80 & 90 ELEVATOR ACCESSIBILITY
UPGRADE
(Department of Public Works Contract No. 7253A)**

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 DIRECTOR, 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 DIRECTOR.

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 - WORK

- 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 (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 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.

1.03 Compliance with Laws.

- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. The Work shall be Substantially Complete within 431 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) 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 (Section 00 72 00). 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 Section 00 72 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

ARTICLE 3 – CONTRACT SUM3.01 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 on the Bid Form (Section 00 41 00):
 - 1. Lump sums for specified portions of the Work.
 - 2. The total of all Unit Price Items bid.

3. The allowance specified.
4. Selected additive/deductive Alternate Bid Items.

Total awarded contract amount: \$ 2,500,000.00

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).
- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, 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 Department of Public Works, City and County of San Francisco, Maurice Williams, Manager, PCS, 1680 Mission Street, 4th Floor, San Francisco, CA, 94103.
- 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 – INDEMNITY

- 5.01 To the fullest extent permitted by law, and consistent with California Civil Code section 2782 and General Conditions (Section 00 72 00) Article 3, the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the Contract Documents (Section 00 73 16). This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

ARTICLE 6 – RIGHTS AND REMEDIES

- 6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 CITY's Remedies for False Claims and Other Violations. The Contractor or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in wilful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsible and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

- 7.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and the CITY that should there be any conflict between the terms of this AGREEMENT and the Bid of CONTRACTOR, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

ARTICLE 8 – GOVERNING LAW AND VENUE

- 8.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the CITY's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.
- 8.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

ARTICLE 9 – DISPUTE REVIEW BOARD

- 9.01 Not applicable.

ARTICLE 10 – NOTICES TO PARTIES

- 10.01 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: Marilyn Thompson, PM
30 Van Ness Ave, 4th Floor
San Francisco, CA 94102
Marilyn.Thompson@sfdpw.org (415) 557-4681

To CONTRACTOR: Rodan Builders, Inc.
859 Cowan Road
Burlingame, CA 94010
doliver@rodanbuilders.com

- 10.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 10.03 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 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

- 11.01 CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the AGREEMENT. CONTRACTOR shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

ARTICLE 12 – TERMINATION

- 12.01 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 (Section 00 72 00).

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 Section 00 73 73, 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.

Principal
BY: _____
Title _____

Recommended By:

Project Manager: _____

Division Manager: _____

Deputy Director: _____

APPROVED:

Director of Public Works

Approved as to form:
DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

END OF SECTION



GENERAL - DIRECTOR'S OFFICE

City Hall, Room 348

1 Dr. Carlton B. Goodlett Place, S.F., CA 94102

(415) 554-6920 F www.sfdpw.org



Edwin M. Lee, Mayor
Mohammed Nuru, Director

DPW Order No: 182027

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
EMERGENCY DECLARATION AND AWARD OF CONTRACT**

An Emergency was declared by the Department of Public Works on December 19, 2013 due to a need to complete the SFGH Building 80 / 90 Elevator Rehabilitation project. The reason being; to ensure that the City and Department of Public Health has the means to provide elevator access to the public health programs that are located on the upper stories of buildings 80 and 90.

Emergency work is required because under Title II of the Americans with Disabilities Act, the City must ensure every program, service, benefit, activity and facility operated or funded by the City and County of San Francisco is fully accessible to, and useable by, people with disabilities.

Two elevators in Building 80 and the single elevator in building 90 serve specialty health care clinics in the upper stories of the attached, but physically seperate buldings. The three elevators provide more than 400,000 elevator trips per year. Due to frequent disruptions in elevator service, the delivery of patient care and the working conditions of all clinical staff has been adversely affected.

This condition constitutes an emergency involving the health, safety and property of the citizens of the City & County of San Francisco. Therefore, under the authority granted by the Emergency Provisions of Section 6.60 of the San Francisco Administrative Code:

Rodan Builders, Inc..
859 Cowan Road.
Burlingame, CA 94010

is hereby awarded a contract to furnish all materials and labor to rehabilitate the elevators at the subject location at a cost not-to-exceed \$2,500,000.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers and employees and shall furnish certificates of insurance directly protecting himself, any subcontractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order. Insurance shall be in the following amounts:



Commercial General Liability \$1,000,000 each occurrence
(Bodily Injury & Property Damage)
Business Automobile Liability \$1,000,000 each occurrence
(Bodily Injury & Property Damage)
Workers' Compensation Statutory Limit \$1,000,000

Contractor shall provide a copy of current Business Tax Registration Certificate.

The Accounting Division Manager, Department of Public Works, shall issue a \$2,500,000 Contract Purchase Order to the Contractor.

Distribution:

Rodan Builders, Inc.

cc:

BDC: Marilyn.Thompson@sfdpw.org; Julia.Laue@sfdpw.org; Mark.Dorian@sfdpw.org;
Minda.Tan@sfdpw.org

BDC/Construction Management: Albert.J.Ko@sfdpw.org ; Laura.L.Lombardi@sfdpw.org;
Wayne.K.Chan@sfdpw.org

Deputy Director Buildings: Edgar.Lopez@sfdpw.org

DPW Public Affairs: Alex.M.Murillo@sfdpw.org ; Mindy.Linetzky@sfdpw.org

BSD: Melinda.Tiller@sfdpw.org

Capital Program: Severino.Caranto@sfdpw.org; Scot.Burbank@sfdpw.org;

Pansy.Lam@sfdpw.org; Jason.Chin@sfdpw.org

Project Control and Service: Maurice.Williams@sfdpw.org; Stanley.DeSouza@sfdpw.org;
Darren.Sciford@sfdpw.org;

OEWD: Ken.Nim@sfgov.org; Ian.Fernando@sfgov.org; Ronnie.Rhoe@sfgov.org; James.Hewitt@sfgov.org;
Stephanie.Brown@sfgov.org; Joyce.s.wong@sfgov.org

W.Gunn@sfgov.org; Albert.Wong@sfmfta.com; Rmuros@sfgov.org; Mary.Williams@sfgov.org;

ThNguyen@sfgov.org; MGardiner@sfgov.org; TKyger@sfgov.org; sfdocs@sfgov.info

OLSE: Levitt.Donna@sfgov.org; Maneerat.Vipusithimakool@sfgov.org

CMD: Maria.Cordero@sfgov.org ; Selormey.Dzikunu@sfgov.org; Regina.Du@sfgov.org;

Boris.Delepine@sfgov.org; Joyce.S.Wong@sfgov.org

josh@brightlinedefense.org; andersandanders6@yahoo.com; mindyflor@aim.com;
southeastjobscoalition@gmail.com;

Minority Business Development Agencies/Builders Exchanges / All Bidders



12/23/2013

12/26/2013

X Edgar Lopez

Lopez, Edgar
Deputy Director

X

Julia Dawson

Dawson, Julia
Deputy Director

12/26/2013

X

Mohammed Nuru

Nuru, Mohammed
Director




Mayor's Office on Disability



Memorandum

Edwin M. Lee
Mayor

Carla Johnson
Interim Director

DATE: Tuesday, December 17, 2013
TO: Mohammed Nuru, Director Department of Public Works and
Edgar Lopez, Deputy Director Buildings and City Architect
FROM: Carla Johnson CBO CASP, Interim Director and 
John Paul Scott, AIA CASp, Deputy Director
RE: San Francisco General Hospital, Building 80 / 90 Elevator Rehabilitation Project,
Request for Declaration of an Emergency Construction Contract

Director Nuru, we would greatly appreciate your declaration of an emergency to contract out the construction of the SFGH Building 80 / 90 Elevator Rehabilitation project. The reason for our request is to ensure that the City and Department of Public Health has the means to provide elevator access to the public health programs that are located in the upper stories of buildings 80 and 90.

The SFGH Building 80 / 90 Elevator Rehabilitation Project is a capital project under the Mayor's Office on Disability's ADA Transition Plan, Critical Access Repair and Maintenance Program. Under Title II of the Americans with Disabilities Act, the City must ensure that every program, service, benefit, activity and facility operated or funded by the City and County of San Francisco is fully accessible to, and useable by, people with disabilities.

Two elevators in Building 80 and the single elevator in Building 90 serve specialty health care clinics in the upper stories of the attached but physically separate buildings. The three elevators provide more than 400,000 elevator trips per year. Due to frequent disruptions in elevator service, the delivery of patient care and the working conditions of all clinical staff have been adversely affected. The elevator rehabilitation project cannot afford any further delays since the project is critical to the City's obligations to ensure accessibility to the Department of Public Health's clinical programs. DPW Project Staff are currently in discussions with Rodan Builders, Inc. (Rodan) to complete the necessary repairs. Rodan is already under contract with DPW to complete the SFGH Building 5 Elevator Modernization, and since they are a known quantity and mobilized at SFGH, the project team hopes to get them started immediately upon approval of this emergency declaration.

cc. Fuad Sweiss
Julia Dawson
Jocelyn Quintos
Julia Laue
Mark Dorian
Marilyn Thompson
Jason Zook, SFGH

**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: RODAN BUILDERS, 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>	
(1) Rory Morgan, Chief Executive Officer; Dan Oliver, Chief Financial Officer and Secretary; (2) Rory Morgan, Chief Executive Officer; Dan Oliver, Chief Financial Officer and Secretary; (3) Rory Morgan, 50% ownership and Dan Oliver, 50% ownership; (4) Southwest Hazard Control; JJ Albanese; Ascent; Minton; Toms Metal Specialist; Anderson Flooring; Priority Architectural; Schmitt; Barri Electric; and (5) None.	
Contractor address: 859 Cowan Road, Burlingame, CA	
Date that contract was approved:	Amount of contract: \$2,500,000
Describe the nature of the contract that was approved: Repair and modernization of three elevators in San Francisco General Hospital's Buildings 80 and 90 that service specialty clinics located on the buildings' sixth floors.	
Comments: The elevators experience frequent disruptions in service, including several incidents during extended out-of-service periods that required clinical staff and San Francisco Fire Department responses to remove patients via the stairways using evacuation chairs thus necessitating an emergency declaration.	

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

