

AMENDED IN COMMITTEE

3/19/14

FILE NO. 140140

RESOLUTION NO.

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 replace Elevator 27 and modernize and repair Elevators 26 and 28 in**
5 **San Francisco General Hospital Buildings 80 and 90 with a contract amount not to**
6 **exceed \$2,500,000.**

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

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

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

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

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

22 WHEREAS, Under Title II of the American with Disabilities Act, the City must ensure
23 that every program, service, benefit, activity and facility operated or funded by the City is fully
24 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 (File No. 140140).

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Ed Lee, Mayor
Mohammed Nuru, Director

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2014 FEB 14 PM 1:55

MNS



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 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 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



Edwin M. Lee, Mayor
Mohammed Nuru, Director

GENERAL - DIRECTOR'S OFFICE
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 • www.sfdpw.org



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 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 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:



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

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;

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

southeastjobscoalition@gmail.com;

Minority Business Development Agencies/Builders Exchanges / All Bidders



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

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



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.


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

