

File No. 190808

Committee Item No. 1

Board Item No. 12

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 23, 2019

Board of Supervisors Meeting

Date October 29, 2019

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
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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"/> | 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 (Use back side if additional space is needed)

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Works Order No. 201365, Emergency Declaration, and Award</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Purchase order</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Linda Wong

Date October 18, 2019

Completed by: Linda Wong

Date October 23, 2019

1 [Emergency Declaration - Heating, Ventilation, and Air Conditioning System Failure - 1235
2 Mission Street - Estimated Cost of Repairs \$775,000]

3 **Resolution approving the Director of Public Work's declaration of an emergency for the**
4 **heating, ventilation, and air conditioning system failure of all existing chillers on the**
5 **rooftop of 1235 Mission Street, a property that is operated by the Human Services**
6 **Agency, estimated to cost \$775,000 to repair, pursuant to Administrative Code, Section**
7 **21.15(c).**

8
9 WHEREAS, On June 10, 2019, Human Services Agency staff located at 1235 Mission
10 Street were evacuated due to a heating, ventilation, and air conditioning (HVAC) system
11 failure of all existing chillers on the rooftop of 1235 Mission Street, a property that is operated
12 by the Human Services Agency.

13 WHEREAS, The Director of Public Works has determined these circumstances
14 constitute a hazardous public health and safety issue as the HVAC system is necessary for
15 heating, ventilating, and air conditioning of the entire building; without a system there is no
16 fresh air movement and extreme temperature fluctuations.

17 WHEREAS, Under authority granted by Administrative Code, Section 21.15(c), the
18 Director of Public Works declared an emergency on June 14, 2019, and gave notice of the
19 emergency declaration to the Board of Supervisors, Mayor, and Controller; and

20 WHEREAS, San Francisco Public Works staff has analyzed the circumstances
21 extensively and determined that the purchase of new heating, ventilating, and air conditioning
22 equipment, estimated to cost approximately \$775,000, is required; and

23 WHEREAS, The Office of Contract Administration executed a purchase order on June
24 20, 2019, to Fluid Gauge Company for the purchase of the heating, ventilating, and air
25 conditioning equipment; and

1 WHEREAS, The Controller has certified that funds are available for this emergency
2 contract; now, therefore, be it

3 RESOLVED, That the Board of Supervisors approves the emergency declaration for
4 the HVAC system failure made by the Director of San Francisco Public Works on June 14,
5 2019; and, be it

6 FURTHER RESOLVED, That actions taken to date by Public Works to address such
7 emergency work and resolve the emergency condition are hereby ratified; and, be it

8 FURTHER RESOLVED, That the Board of Supervisors requests a report from the
9 Human Services Agency no later than January 2, 2020, on (a) upgrades to building systems
10 performed at 1235 Mission Street under the terms of the 2014 lease, including City and
11 SFUSD costs for these upgrades, (b) other potentially necessary upgrades and associated
12 costs for the electrical, plumbing, and other systems during the term of the lease, (c) building
13 inspection protocols and building inspections made prior to entering into the 2014 lease
14 including anticipated costs, and (d) an itemized account \$6,000,000 spent on tenant
15 improvements under the 2014 lease.

Item 1 File 19-0808	Department: Department of Public Works (DPW), Human Services Agency (HSA)
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EXECUTIVE SUMMARY**Legislative Objectives**

- The proposed resolution would approve an emergency declaration of the Department of Public Works (Public Works) to repair the heating, ventilation, and air conditioning (HVAC) system at 1235 Mission Street, a property operated by the Human Services Agency (HSA), at an estimated cost of approximately \$775,000.

Key Points

- HSA leases 1235 Mission Street from the San Francisco Unified School District (SFUSD) under an agreement approved by the Board of Supervisors in 2014. Under the lease between HSA and SFUSD, the City is responsible for all repairs and maintenance of the building.
- On June 10, 2019, HSA staff was evacuated from 1235 Mission Street due to an HVAC system failure. The chillers on the rooftop of the building failed, preventing fresh air movement and creating a safety hazard during heat waves. The chillers remain out of service, but the building remains in use with smaller, temporary HVAC units. Due to the age of the existing units and lack of availability of replacement parts, the units cannot be serviced and must be fully replaced. On June 14, 2019, Public Works Director Mohammed Nuru declared an emergency, which was approved by Mayor London Breed.

Fiscal Impact

- Total estimated project costs are \$1,061,522, which includes replacement parts, Public Works staff overtime, and other materials and supplies. According to Public Works, sufficient funding is available in the Public Works FY 2019-20 operating budget.

Policy Consideration

- Under the terms of the 2014 lease between HSA and SFUSD for 1235 Mission Street, tenant improvements of \$6.0 million (of which \$2.5 million was the City's share and \$3.5 million was SFUSD's share), including upgrades to the HVAC system, were to be made within the first three years of the lease or by 2017. According to HSA, the upgrades to the HVAC system were not made because the priority for funding went to correcting the more immediate health and safety deficiencies in the building at that time.

Recommendations

- Because the City is responsible for repair of building systems, the Board of Supervisors should amend the proposed resolution to request a report from HSA no later than November 30, 2019 on (a) upgrades to building systems performed at 1235 Mission Street under the terms of the 2014 lease, including City and SFUSD costs for these upgrades, and (b) other potentially necessary upgrades and associated costs for the electrical, plumbing, and other systems during the term of the lease.
- Approve the proposed resolution as amended.

MANDATE STATEMENT

Administrative Code Section 21.15 provides for the Board of Supervisors to declare an emergency when it becomes immediately necessary to procure commodities or services to make repairs, safeguard lives or property, or respond to the breakdown of any plant equipment, structure, street, or public work.

BACKGROUND**City's Lease for 1235 Mission Street**

The Human Services Agency (HSA) operates a service center at 1235 Mission Street, which serves as the City's primary service location for adult services, such as County Adult Assistance Programs (CAAP), CalFresh, and Medi-Cal.

1235 Mission Street is owned by the San Francisco Unified School District (SFUSD). In 2014, the Board of Supervisors approved a new 11-year and 10-month lease between HSA and SFUSD for 1235 Mission Street from July 2014 through April 2026. The lease provided for \$6.0 million in tenant improvement work, of which SFUSD was to pay \$3.5 million and the City was to pay \$2.5 million. According to the lease, the City and SFUSD were to "use good faith efforts to create a mutually-agreeable list of...leasehold improvement work", of which upgrading the heating, ventilation, and air conditioning (HVAC) system was a priority, after upgrading the electrical system. According to Mr. Robert Walsh, HSA Director of Operations, HVAC improvements were not completed because the priority for funding went to correcting the more immediate health and safety deficiencies in the building at that time. These included stairwell hand rails, roof repairs, sidewalk repairs, fire and life safety system, and elevator repairs, along with associated soft costs.¹

Under the lease between HSA and SFUSD, the City is responsible for all repairs and maintenance of the building.

Failure of HVAC

On June 10, 2019, HSA staff was evacuated from 1235 Mission Street due to an HVAC system failure, as temperatures reached 100° Fahrenheit. The chillers on the rooftop of the building failed, preventing fresh air movement and creating a safety hazard during heat waves. The chillers remain out of service, but the building remains in use with smaller, temporary HVAC units. Due to the age of the existing units and lack of availability of replacement parts, the units cannot be serviced and must be fully replaced. On June 14, 2019, Public Works Director Mohammed Nuru declared an emergency, which was approved by Mayor London Breed.

A preliminary purchase order for replacement chillers was submitted June 20, 2019. According to Mr. Scott Barlow, Public Works Maintenance Manager, the units have to be custom built, and Public Works staff has finalized the order with the vendor.

¹ According to Mr. Walsh, the total cost for these projects is approximately \$3.1 million, leaving approximately \$400,000 as a contingency. SFUSD and HSA have agreed to reserve the funds until the projects are complete, when they could then be used for other repairs.

Public Works submitted the resolution approving the emergency declaration to the Board of Supervisors on July 22, 2019, or 42 days after the HVAC failure.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the Public Works Director's emergency declaration for the HVAC system failure of the rooftop chillers at 1235 Mission Street, at an estimated cost of \$775,000.

Public Works has ordered replacement units from Fluid Gauge Company. According to Mr. Barlow, Public Works did not solicit quotes from other vendors because it is not required under the emergency declaration and because Fluid Gauge Company is the only supplier of this equipment.

According to Mr. Barlow, Public Works anticipates receiving and installing the chiller units in late October or early November 2019, and receiving and installing the air handling units in late November or early December 2019. All work would be completed by Public Works staff.

FISCAL IMPACT

The total cost of the equipment purchase authorized by the proposed resolution is not expected to exceed \$775,000. The Controller has certified that sufficient funding is available in the Public Works FY 2019-20 budget. The breakdown of the purchase order costs, including sales tax, is shown in Table 1 below.

Table 1: 1235 Mission HVAC Purchase Order Budget

Item	Cost
Air Handling Units	\$176,785
Chillers	557,263
In-Line Pumps	38,973
Motors	1,507
Total	\$774,528

In addition to the equipment budget, the project requires overtime to be performed by Public Works staff. According to Mr. Barlow, the estimated staffing budget is approximately \$208,204, as shown in Table 2 below.

Table 2: Estimated Staffing Budget

Task	Position	Overtime Rate	Hours	Labor Cost
General	7263 Maintenance Manager	\$250.37	80	\$20,029
	7514 General Laborer	133.79	80	10,703
Electrical	7238 Electrician Supervisor	230.64	32	7,380
	7345 Electrician	203.99	240	48,956
	7514 General Laborer	133.79	26.67	3,568
Roofing	9343 Roofer	169.47	64	10,846
Sheet Metal	9345 Sheet Metal Supervisor I	237.48	26.67	6,333
	7376 Sheet Metal Worker	212.31	186.67	39,631
Steam Fitting	7348 Steamfitter	211.16	240	50,677
	7514 General Laborer	133.79	26.67	3,568
	7349 Steamfitter Supervisor I	237.48	26.67	6,333
Total			1029.33	\$208,024

According to Mr. Barlow, Public Works anticipates approximately \$79,000 in costs for materials. Between the equipment, staffing, and materials, the total project budget is approximately \$1,061,552. According to Mr. Jeremy Spitz, Public Works Policy and Government Affairs, sufficient funding is available in the Public Works FY 2019-20 operating budget.

POLICY CONSIDERATION

Under the terms of the 2014 lease between HSA and SFUSD for 1235 Mission Street, tenant improvements of \$6.0 million (of which \$2.5 million was the City's share and \$3.5 million was SFUSD's share), including upgrades to the HVAC system, were to be made within the first three years of the lease or by 2017. As noted above, according to Mr. Walsh, the upgrades to the HVAC system were not made because the priority for funding went to correcting the more immediate health and safety deficiencies in the building at that time. These included stairwell hand rails, roof repairs, sidewalk repairs, fire and life safety system, and elevator repairs, along with associated soft costs.

In addition to upgrades to the HVAC system, the 2014 lease provide for upgrades to the electrical system and plumbing system, none of which have been performed. Because the City is responsible for repair of these systems, which could potentially require upgrades or replacement during the term of the lease, the Board of Supervisors should amend the proposed resolution to request a report from HSA no later than November 30, 2019 on (a) upgrades to building systems performed at 1235 Mission Street under the terms of the 2014 lease, including City and SFUSD costs for these upgrades, and (b) other potentially necessary upgrades and associated costs for the electrical, plumbing, and other systems during the term of the lease.

RECOMMENDATIONS

1. Amend the proposed resolution to request a report from HSA no later than November 30, 2019 on (a) upgrades to building systems performed at 1235 Mission Street under the terms of the 2014 lease, including City and SFUSD costs for these upgrades, and (b) other

potentially necessary upgrades and associated costs for the electrical, plumbing, and other systems during the term of the lease.

2. Approve the proposed resolution.

City and County of San Francisco

San Francisco Public Works



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



London N. Breed, Mayor
Mohammed Nuru, Director

Public Works Order No: 201365

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS
EMERGENCY DECLARED AND CONTRACT AWARDED**

An **Emergency** exists due to the HVAC system failure of all existing chillers on the rooftop of 1235 Mission Street, a property that is operated by the Human Services Agency. The system was scheduled to be replaced in August in multiple stages while one chiller was in operation. This system breakdown resulted in no chiller in operation at this time. The HVAC system is necessary for heating, ventilating, and air conditioning of the entire building. Without a system, a hazardous Public Health and Safety issue emergency exists due to no fresh air movement and extreme temperature fluctuations.

1235 Mission was evacuated as of Monday, June 10, 2019 and is currently still evacuated. HSA has not been able to have staff work in the building. There are hundreds of City Staff who work on the five levels of the building and as CCSF's main service location for Adult services programs, including CAAP, CalFresh, and Medi-Cal, hundreds more San Francisco residents come each day. The building cannot be used until adequate fresh air circulation is provided. It is crucial to order the equipment necessary to replace the existing units, which are not serviceable due to age and unavailability of replacement parts. Procurement of replacement commodities will safeguard the lives of the citizens of San Francisco and will maintain public welfare.

Therefore, in order to move forward with the project an **Emergency is declared to exist** under the provisions of Section 21.15 of the San Francisco Administrative Code, and

Fluid Gauge Company
65 Dornan Avenue
San Francisco, CA 94124
Supplier ID: 0000003278

is hereby awarded a contract to provide purchasing of heating, ventilating, and air conditioning equipment for 1235 Mission Street, a property that is operated by the Human Services Agency at a cost not to exceed **\$775,000.00**.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting Contractor, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insureds.

Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for contractual liability, independent contractors, explosion, collapse and underground (XCU), personal injury, broadform property damage and completed operations.



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

Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

Workers' Compensation, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness.

DISTRIBUTION:

Fluid Gauge Company

BBR: chris.kazarian@sfdpw.org ; john.gudino@sfdpw.org, darlene.fernandez-ash@sfdpw.org, timothy.bartow@sfdpw.org; williaml.pressas@sfdpw.org; arnold.mallari@sfdpw.org, james.aylsworth@sfdpw.org

Deputy Director: Larry.Stringer@sfdpw.org

Public Affairs: Jennifer.Blot@sfdpw.org

K2Systems: K2Systems@sfdpw.org

Contract Admin: ContractAdmin.Staff@sfdpw.org;

X DocuSigned by:
Stringer, Larry
Stringer, Larry F1D3FC6DC6A1450...
Acting Director

X DocuSigned by:
Nuru, Mohammed
Nuru, Mohammed B1145AB17F474FA...
Mayor's Designee

Certificate Of Completion

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 Enveloped Stamping: Enabled
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Status: Completed

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 San Francisco, CA 94102
 dpw-docusign.service@sfdpw.org
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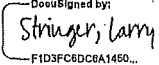
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Signer Events

Stringer, Larry
 Larry.Stringer@sfdpw.org
 Deputy Director
 Public Works
 Security Level: Email, Account Authentication
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Signature

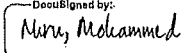
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nuru, Mohammed
 Mohammed.Nuru@sfdpw.org
 Director
 Public Works
 Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Burns, Alexander
 Alexander.Burns@sfdpw.org
 Contract Analyst
 Public Works
 Security Level: Email, Account Authentication
 (None)

COPIED

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Electronic Record and Signature Disclosure:
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Carbon Copy Events

Lam, Dennis
Dennis.Lam@sfdpw.org
Public Works
Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

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Witness Events

Signature

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Notary Events

Signature

Timestamp

Envelope Summary Events

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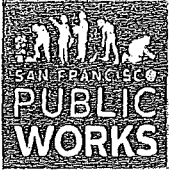
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Payment Events

Status

Timestamps



June 17, 2019

Mayor London Breed
City and County of San Francisco
City Hall, Rm. 200

London N. Breed
Mayor

Mohammed Nuru
Director

The Honorable Board of Supervisors
City and County of San Francisco
City Hall, Rm. 244
Attention: Ms. Angela Calvillo, Clerk of the Board

Bruce Robertson
Finance Manager

General Administration/Finance
1155 Market St., 4th floor
San Francisco, CA 94103
tel 415-554-5418

Mr. Ben Rosenfield, Controller
City and County of San Francisco
City Hall, Rm. 316

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Subject: Emergency Declaration - Human Services Agency Building at 1235 Mission Street.

Dear Mayor London, Members of the Board and Mr. Rosenfield:

An Emergency exists due to the HVAC system failure of all existing chillers on the rooftop of 1235 Mission Street, a property that is operated by the Human Services Agency. The system was scheduled to be replaced in August in multiple stages while one chiller was in operation. This system breakdown resulted in no chiller in operation at this time. The HVAC system is necessary for heating, ventilating, and air conditioning of the entire building. Without a system, a hazardous Public Health and Safety issue emergency exists due to no fresh air movement and extreme temperature fluctuations.

San Francisco Public Works' order is attached for your reference which explains the necessity for immediate action. The cost for the work is currently anticipated to be in excess of \$100,000.00. Chapter 21.15 requires approval from the Board of Supervisors for any contract in excess of \$100,000. San Francisco Public Works is currently working on fulfilling this requirement as soon as possible.

Sincerely,

Mohammed Nuru
Director of Public Works

Enclosures: Public Works Order



Purchase Order

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
 City Hall, Room 430
 San Francisco CA 94102
 United States

Dispatch Via Email		
Business Unit: SFGOV		
Purchase Order 0000323774	Date 06-20-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Jew,Jonathan	Phone	Currency USD

Supplier: 0000003278
 FLUID GAUGE COMPANY
 PO BOX 881833
 SAN FRANCISCO CA 94188-1833
 United States

Ship To: 13100
 2323 Cesar Chavez St
 San Francisco CA 94124
 United States

Attention: See Detail
 Below

Bill To: 2323 Cesar Chavez St
 BLDG A, Room 2
 San Francisco CA 94124
 United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard Total PO Amount 774,528.43

Line	Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
1	- 1	TRANE - PERFORMANCE CLIMATE CHANGER CSAA035 AIR HANDLING UNIT (1499)		1.00	EA	44,125.56	44,125.56	06/24/2019
							SUT Code: CAC-1401 (8.5%)	3,750.67
							Attention: SCOTT BARLOW - (415) 695-20404	
							Schedule Total	47,876.23
							Item Total	47,876.23
PW_BBR_EMERGENCY PO (1235 MISSION); QUOTE: Q105675								
2	- 1	LOWER ROOFTOP MAU REPLACEMENT TRANE - PERFORMANCE CLIMATE CHANGER CSAA035 AIR HANDLING UNIT (1499)		2.00	EA	59,405.00	118,810.00	06/24/2019
							SUT Code: CAC-1401 (8.5%)	10,098.85
							Attention: SCOTT BARLOW	
							Schedule Total	128,908.85
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3	- 1	UPPER ROOFTOP MAU REPLACEMENT TRANE - CGAM 80 TON CHILLER, 2 CIRCUIT, 4 COMPRESSOR, 208VAC/3PH, 12.12 EER, R410A (1498)		2.00	EA	169,940.56	339,881.12	06/24/2019
							SUT Code: CAC-1401 (8.5%)	28,889.90
							Attention: SCOTT BARLOW	
							Schedule Total	368,771.02

Authorized Signature



Purchase Order

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
 City Hall, Room 430
 San Francisco CA 94102
 United States

Dispatch Via Email		
Business Unit: SFGOV		
Purchase Order 0000323774	Date 06-20-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Jew,Jonathan	Phone	Currency USD

Supplier: 000003278
 FLUID GAUGE COMPANY
 PO BOX 881833
 SAN FRANCISCO CA 94188-1833
 United States

Ship To: 13100
 2323 Cesar Chavez St
 San Francisco CA 94124
 United States

Attention: See Detail Below

Bill To: 2323 Cesar Chavez St
 BLDG A, Room 2
 San Francisco CA 94124
 United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard Total PO Amount 774,528.43

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
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4 - 1	TRANE - CGAM 80 TON CHILLER, 2 CIRCUIT, 4 COMPRESSOR, 208VAC/3PH, 12.12 EER, R410A CARRIER CHILLER REPLACEMENT (1498)		1.00	EA	173,725.56	173,725.56	06/24/2019
						SUT Code: CAC-1401 (8.5%) Attention: SCOTT BARLOW	14,766.67
						Schedule Total	<u>188,492.23</u>
						Item Total	<u>188,492.23</u>
5 - 1	GREENHECK - CENTRIFUGAL UTILITY FAN, BACKWARD INCLINED 18-5/8" WHEEL, 1-1/2 HP/208V/3PH, 3570 CFM, 1250 RPM, ALUM BACKDRAFT DAMPER, NEMA-3 ENCLOSURE W/DISCONNECT, VIBRATION ISOLATORS (USF-318)		1.00	EA	5,097.78	5,097.78	06/24/2019
						SUT Code: CAC-1401 (8.5%) Attention: Fernandez-Ash,Darlene G	433.31
						Schedule Total	<u>5,531.09</u>
						Item Total	<u>5,531.09</u>
6 - 1	BELL & GOSSETT - CLOSE COUPLED INLINE PUMP, STAINLESS STEEL, BUNA/CARBON/CERAMIC/SS/B RONZE SEAL, 20HP/1800/230-460VAC/60/3PH MOTOR,		3.00	EA	4,204.44	12,613.32	06/24/2019

Authorized Signature



Purchase Order

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
 City Hall, Room 430
 San Francisco CA 94102
 United States

Dispatch Via Email		
Business Unit: SFGOV		
Purchase Order 0000323774	Date 06-20-2019	Revision
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 San Francisco CA 94124
 United States

Attention: See Detail Below

Bill To: 2323 Cesar Chavez St
 BLDG A, Room 2
 San Francisco CA 94124
 United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard Total PO Amount 774,528.43

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
	600GPM @ 80FT TDH (e-80 5x5x9.5B)						
					SUT Code: CAC-1401 (8.5%) Attention: SCOTT BARLOW	1,072.13	
					Schedule Total	13,685.45	
					Item Total	13,685.45	
7 - 1	BELL & GOSSETT - CLOSE COUPLED INLINE PUMP, STAINLESS STEEL, BUNA/CARBON/CERAMIC/SS/B RONZE SEAL, 5HP/1800/230- 460VAC/60/3PH MOTOR, 200GPM @ 550FT TDH (e-80 3x3x9.5C)		2.00	EA	9,104.44	18,208.88	06/24/2019
					SUT Code: CAC-1401 (8.5%) Attention: SCOTT BARLOW	1,547.75	
					Schedule Total	19,756.63	
					Item Total	19,756.63	
8 - 1	5HP, 1750RPM, 3PH, 60HZ, 184JM, 364 OM, ODTF, F1 MOTOR (78156865928)		2.00	EA	694.44	1,388.88	06/24/2019
					SUT Code: CAC-1401 (8.5%) Attention: SCOTT BARLOW	118.05	
					Schedule Total	1,506.93	
					Item Total	1,506.93	

Authorized Signature



Purchase Order

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
United States

Dispatch Via Email		
Business Unit: SFGOV		
Purchase Order 0000323774	Date 06-20-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Jew, Jonalhan	Phone	Currency USD

Supplier: 0000003278
FLUID GAUGE COMPANY
PO BOX 881833
SAN FRANCISCO CA 94188-
1833
United States

Ship To: 13100
2323 Cesar Chavez St
San Francisco CA 94124
United States

Attention: See Detail
Below

Bill To: 2323 Cesar Chavez St
BLDG A, Room 2
San Francisco CA 94124
United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard Total PO Amount

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
------------	------------------	-----	----------	-----	----------	--------------	----------

Total SUT Code 60,677.33
CAC-1401 (8.5%)

Contact Scott Barlow (timothy.barlow@sfdpw.org / 415-695-2044) or Chris Kazarian (chris.kazarian@sfdpw.org / 415-760-0186) with any questions.

Total PO Amount

Authorized Signature

A. Commercial Terms

1. **Cash Discounts—Terms of Payment.** The discount period will start upon date of completion of delivery of all items on any Purchaser Order or other authorization certified by the City's Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check. No additional charge shall accrue against City in the event City does not make payment within any time specified by bidder.
2. **Place of Manufacture.** No article furnished hereunder shall have been made in prison or by convict labor, except articles purchased for use by City's detention facilities.
3. **Electrical Products.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.
4. **Condition of Articles.** Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.
5. **Inspection.** All articles supplied shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Non-conforming or rejected goods may be subject to reasonable storage fees.
6. **F.O.B. Point.** F.O.B destination in San Francisco, freight prepaid and allowed, unless otherwise specified.
7. **Failure to Deliver.** If Contractor fails to deliver an article and/or service of the quality, in the manner or within the time called for by this contract, such article and/or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required; or, the City may terminate the contract for default; or, the City may return deliveries already made and receive a refund.
8. **Material Safety Data Sheets.** Where required by law, contractor will include Material Safety Data Sheets (MSDSs) with delivery for applicable items. Failure to include the MSDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.
9. **Taxes.** City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices.

B. General Contract Conditions

10. **Budget and Fiscal Provisions.** This contract 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 City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section controls against any and all other provisions of this contract.
11. **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City's Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Purchase Order in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Contractor and City having modified this Purchase Order as authorized by amendment and approved as required by law. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
12. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
13. **Hold Harmless and Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.
14. **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
15. **Termination and Termination for Convenience.** In the event Contractor fails to perform any of its obligations under this contract, in addition to any other remedies available to City, this contract may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days' written notice to Contractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's nonperformance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, pursuant to this contract, to the satisfaction of the City up to the date of termination. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City. Such non-recoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.
16. **Nondisclosure of Private, Proprietary or Confidential Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M. In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such

Authorized Signature

information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

17. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/cco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

18. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

19. Nondiscrimination Requirements.

a. **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

b. **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

20. MacBride Principles Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By accepting this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

21. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

22. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

23. Alcohol and Drug-Free Workplace Policy. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

24. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

25. Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance under this Agreement, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

26. Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

27. Minimum Compensation Ordinance ("MCO") -- Service Contracts only. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

28. Health Care Accountability Ordinance (HCAO) [Service contracts including agreements between a Tenant or Subtenant lasting 1 year or more only]. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

29. First Source Hiring Program [if contract is greater than \$50,000 and if Contractor has an office in Alameda, San Francisco or San Mateo counties] Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

30. Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

31. Preservative-Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

Authorized Signature

32. **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.
33. **Contract Interpretation; Choice of Law/Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco. This Agreement may be assigned only with the written approval of Purchasing by written instrument executed and approved in the same manner as this Agreement.
34. **Proposal, Quotation and Attachments.** This contract incorporates by reference the provisions of any related bid request issued by City, any bid submitted by contractor, or both. This contract incorporates by reference the provision of any attachments.
35. **Provisions Controlling.** Contractor agrees that in the event of conflicting language between this contract and Contractor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the contractor's terms and conditions attempting to nullify City terms and conditions or to resolve language conflicts in favor of the contractor's terms and conditions.
36. **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.
37. **Slavery Era Disclosure.** [This paragraph applies if this contract is for financial services, insurance, or textiles.] Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.
38. **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 10I, as part of its performance of this Agreement.

Authorized Signature



London N. Breed
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks
twitter.com/mrcleansf

August 23, 2019
Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Madam Clerk:

Attached please find substitute legislation for File No. 190808. At the request of your office, we have added a more accurate project cost to the short and long title and added a further resolved clause to clarify the intention of the Resolution.

If you have any questions, please contact me at Jeremy.spitz@sfdpw.org or 415-554-6972.

Best regards,

Jeremy Spitz
Policy and Government Affairs

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2019 AUG 27 AM 10:13
BY: [Handwritten mark]



London N. Breed
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks
twitter.com/mrcleansf

July 22, 2019

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

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2019 JUL 22 AM 10:24

BY AK

Dear Ms. Calvillo:

Attached please find a proposed Resolution for the Board of Supervisors approval, which approves an emergency declaration issued by the Director of Public Works pursuant to Section 21.15(c) of the Administrative Code.

The emergency is regarding the failure of the HVAC system at 1235 Mission Street, a property that is operated by the Human Services Agency.

The following is a list of accompanying documents:

1. Proposed Resolution
2. Public Works Order No: 201365, Emergency Declaration and Award
3. Notification Letter to the Mayor, the Controller and the Board of Supervisors
4. Purchase Order 0000323774 - Fluid Gauge

The contact person for this proposed legislation Jeremy Spitz, Special Assistant for Government Affairs, who can be reached at 415-554-6972 or Jeremy.Spitz@sfdpw.org.

Sincerely,

Mohammed Nuru
Director of Public Works

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: Fluid Gauge Company	
Caroline Peterson - President Scott Peterson - Vice President Caroline Bozin - Vice President	
Contractor address: 65 Dorman Ave, San Francisco, CA 94124	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$774,528.43
Describe the nature of the contract that was approved: Replacement of HVAC equipment (two chillers and three air handlers) on building rooftop.	
Comments:	

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

