

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

**RESOLUTION NO. 76-2014
Adopted September 12, 2014**

AUTHORIZING A FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH HAWK ENGINEERS INC., A CALIFORNIA CORPORATION, TO EXPAND THE SCOPE OF SERVICES AND TO INCREASE THE CONTRACT AMOUNT BY \$74,000 TO PROVIDE INFRASTRUCTURE TECHNICAL SUPPORT SERVICES FOR PHASE 2 OF THE HUNTERS POINT SHIPYARD AND CANDLESTICK POINT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$124,000; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA AND BAYVIEW HUNTERS POINT PROJECT AREA

BASIS FOR RESOLUTION

- WHEREAS, On June 3, 2010, the San Francisco Redevelopment Commission approved the Candlestick Point-Hunters Point Shipyard Phase 2 Disposition and Development Agreement (“DDA” or “Phase 2 DDA”) between the San Francisco Redevelopment Agency (now the “Agency”) and CP Development Co., LP (“Developer”), which establishes, among other things, the boundaries, the development phasing, and the development program at the Candlestick Point-Hunters Point Shipyard Phase 2 Project (“Project”). The Office of Community Investment and Infrastructure (“OCII”) is the Successor Agency to the San Francisco Redevelopment Agency; and,
- WHEREAS, The Phase 2 DDA requires OCII and the Developer to comply with the Design Review and Document Approval Procedure (“DRDAP”) for infrastructure development and the Interagency Cooperation Agreement (“ICA”). These documents require timely design review of infrastructure designs and coordinated efforts across different City departments in order to ensure the timely implementation infrastructure improvements outlined in the Phase 2 DDA’s Infrastructure Plan to meet the project schedule; and,
- WHEREAS, The ICA sets out a framework for cooperation between OCII, the Developer, and other City Agencies with respect to the review and approval of the Project’s infrastructure applications for construction. The Department of Public Works (“DPW”) is the lead department for processing of permits needed to construct the infrastructure improvements. In addition to this role, DPW assists Lennar and OCII in implementing the ICA in obtaining other regulatory approvals and other entitling approvals and agreements. DPW has supplemented its project management staff through the consultants Hawk Engineers (“Hawk”), who provide on-call infrastructure technical support (“Technical Support”) to the DPW project managers (the “DPW Taskforce”); and,

- WHEREAS, Hawk has been the only technical resource for the former San Francisco Redevelopment Agency ("Former Agency") for many projects since 2000, including but not limited to; the Mission Bay Project since 2000; the Hunters Point, Phase 1 Project since 2005; and the Hunters View Project (Hope SF) since 2009. While on the Project Hawk worked on the Phase 2 DDAs, ICA, Subdivision Code, Subdivision Regulations, Acquisition Agreement, Infrastructure Plan, Low-Pressure Water Plan, Recycled Water Plan, Street Vacation, Adaptive Management Plan, Transportation Plan, Alternative Materials Plan, Streetscape Plan and the Public Utilities Commission ("PUC") Design Criteria; and,
- WHEREAS, The Project includes the rebuilding of the Alice Griffith Project as part of the Mayor's Hope SF Program. The Project has received a \$30.5 million grant for below-market housing. The grant is contingent upon on project being occupied by September 30, 2016. The current schedule requires immediate efforts and resources for DPW Taskforce in completing many tasks such as Sub-Division Regulations, Master Utility Plans, Street Vacation and Vesting Tentative Sub-Division Map; and,
- WHEREAS, Under the auspices of the Department of Public Work, Lennar had contracted with Hawk for Technical Support since 2005. However, in June 2013, Lennar elected not to renew its contract with Hawk; and,
- WHEREAS, OCII entered into a Personal Services Contract on January 1, 2014 with Hawk ("Contractor") to provide infrastructure technical support for the Project in an amount not to exceed \$50,000 (the "Contract"). The Contractor has completed the current Scope of Work, satisfactorily, and has expended the total amount of the existing Contract of \$50,000; and,
- WHEREAS, The existing Contract term does not need to be amended since it allows the Executive Director the right to extend the term a maximum of two times, each for a period of up to six months by written notification of such extension to the Contractor before the end of the term in effect; and,
- WHEREAS, OCII intends to solicit a contractor through a request for proposal process later this year to provide infrastructure technical support for a longer term, however additional infrastructure technical support is needed currently until such a solicitation process can be completed; and,
- WHEREAS, OCII intends to provide an additional \$74,000 to the Contractor through this First Amendment to continue to process efficiently and expeditiously the public improvement permits that are critical for Phase 2 vertical and horizontal infrastructure; and,
- WHEREAS, The Successor Agency's Purchasing Policy, Section IX.(D) allows the Executive Director to solicit a proposal from only one source ("Sole Source") under certain conditions. Based on Hawk's previous experience, it is uniquely qualified to perform the needed services and therefore the procurement for Hawk meets the following Sole Source criteria from the Purchasing Policy: "The proposed contractor has previously provided the needed Goods or Services to the Agency and, in doing so, has performed satisfactorily and gained specific information and experience making

the proposed Contractor uniquely qualified to provide the needed Goods or Services”; and,

WHEREAS, Expenses for the Contract are reimbursable under the Phase 2 DDA, which is an enforceable obligation under the Dissolution Law. As a result of AB 26 and AB 1484, the Former Agency was dissolved. On December 14, 2012, the California State Department of Finance (“DOF”) issued a Final and Conclusive Determination under California Health and Safety Code § 34177.5 (i), that the Shipyard’s Phase 1 DDA and the Phase 2 DDA are enforceable obligations that survived the dissolution of the Agency. The Contract is in furtherance of, and is necessary to complete, Agency obligations under the Phase 2 DDA, the DRDAP, and the ICA. The Contract is shown on line HPSY 381 of the approved Recognized Obligation Payment Schedule (“ROPS”), which has been approved by the Oversight Board and DOF and will be included on each successive ROPS until expiration or termination of the Contract; and,

WHEREAS, OCII and the Contractor desire to enter into this First Amendment to amend the scope of services and to increase the amount of contract by \$74,000 for a total aggregate amount not to exceed \$124,000 for the Phase 2 Project; and,

WHEREAS, The First Amendment to the Contract would allow for an increase of the Contract budget and changes to the scope of work under the Contract would not result in a change to the Project. Authorization of the First Amendment is an administrative activity that is not a “Project”, as defined by the California Environmental Quality Act (“CEQA”) Guidelines Section 15378(b)(5). The First Amendment will not independently result in a physical change in the environment and is not subject to environmental review under CEQA. Authorization of this First Amendment does not have the potential for independently causing a significant effect on the environment and therefore CEQA Guidelines Section 15061 (b)(3); and now, therefore be it

RESOLVED, That the Commission approves, and authorizes the Executive Director to execute the First Amendment with Hawk Engineers Inc., to provide infrastructure technical support services for Phase 2 of the Hunters Point Shipyard and Candlestick Point, in the form of the Contract lodged with the Secretary of the Commission for an amount not to exceed \$124,000; and, be it further

RESOLVED, The Commission authorizes the Executive Director of OCII to take such actions as may be necessary or appropriate, to effectuate the purpose or intent of this resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of September 12, 2014.


Commission Secretary