



108-0142016-002

Agenda Item No. **5(b)**
Meeting of May 17, 2016

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Tiffany Bohee, Executive Director

SUBJECT: Authorizing a Fourth Amendment to the Personal Services Contract with Twin III Building Maintenance Company, a sole proprietorship, to extend the term by up to 12 months to June 30, 2017 and increase the amount by up to \$20,540 for an aggregate contract amount not to exceed \$389,540 to fulfill property management obligations for Shoreview Park consistent with the Successor Agency's Property Management obligations under Redevelopment Dissolution Law; former Hunters Point Redevelopment Project Area

EXECUTIVE SUMMARY

Consistent with California Health and Safety Code Section 34170 et seq. ("Redevelopment Dissolution Law"), the Office of Community Investment and Infrastructure ("OCII"), as the successor agency to the former San Francisco Redevelopment Agency of the City and County of San Francisco ("Former Agency") owns Shoreview Park, a half-acre park located adjacent to Lillian Court between Rosie Lee Lane and Beatrice Lane within the former Hunters Point Redevelopment Project Area. See Exhibits A and B for maps and photographs of Shoreview Park.

In 2010, after a competitive public procurement process, the Former Agency entered into a three-year Personal Services Contract (the "Contract") with Twin III Building Maintenance Company ("Twin III"), a sole proprietorship, as the property manager for five Agency-owned properties, including Shoreview Park. In the second year of the Contract, four of the five properties were removed from the scope, leaving only Shoreview Park. Over the last several years, the Commission on Community Investment and Infrastructure (the "Commission") has approved three amendments to extend the term of the Contract. Currently, the Contract expires on June 30, 2016.

OCII is required by Redevelopment Dissolution Law to dispose of its real property assets pursuant to a Long-Range Property Management Plan ("PMP"), which must be submitted to the California Department of Finance ("DOF"). OCII's PMP was submitted to DOF in 2013, and ultimately approved by DOF in December 2015. With this approval of the PMP, OCII will transfer

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Shoreview Park to the City and County of San Francisco ("City") for governmental use as a public park. OCII staff is working with the City—the Department of Recreation and Parks, the Department of Real Estate, and the Mayor's Office of Housing and Community Development—to formulate and implement a disposition strategy for the transfer of Shoreview Park. Staff expects Shoreview Park to transfer to the City in Fiscal Year 2016/17 ("FY 16/17").

Pending this transfer, OCII has a continuing obligation to maintain the park. As such, this property management activity is an enforceable obligation under Redevelopment Dissolution Law, which defines "enforceable obligations to include, among others, the costs of maintaining assets prior to disposition." In order to continue to meet OCII's obligation to maintain Shoreview Park until it is transferred to the City, OCII must continue to secure the services of a property management firm. Given the impending transfer, staff does not believe it is necessary or appropriate to conduct another competitive public procurement process for a new personal service contract.

Accordingly, Staff is proposing a fourth amendment to the Contract to extend the term by up to 12 months to June 30, 2017 to allow time to implement OCII's disposition plan for the park ("Fourth Amendment"). Upon transfer of Shoreview Park to the City, the Contract will terminate. The cost of the extension would be up to \$20,540 for a total Contract amount not to exceed \$389,540. (The total Contract amount is substantial because, when the contract was first executed in 2010, Twin III was required to maintain five properties owned by the Former Agency. Currently, only Shoreview Park remains under the Contract). The proposed Fourth Amendment is attached to this memorandum as Exhibit C.

The source of funds for the Fourth Amendment is new property tax revenue authorized under OCII's FY 2016/17 Recognized Obligation Payment Schedule ("ROPS 16/17"), included as Line Item #11, in the amount of \$20,540.

Staff recommends approval of the Fourth Amendment to the Contract to extend the term by up to 12 months to June 30, 2017 and to increase the Contract amount by up to \$20,540.

BACKGROUND

Twin III is a San Francisco-based, woman-owned, minority-owned business founded in 1988. It is LBE-certified (HRC121514795) and satisfies OCII's Small Business Enterprise program. Twin III provides janitorial service to a variety of business institutions including office buildings, banks, daycare facilities, parking structures, and health care facilities. Much of the company's experience has been providing service for state, county, city and local government agencies.

The company was the successful bidder on a request for proposals that the Former Agency issued in late 2009 to maintain five Former Agency-owned properties, including Shoreview Park. Based on the selection criteria contained in the request for proposals, including demonstrated knowledge, skills, price, and relevant experience, Twin III was determined to be the most qualified bidder of the six bidders.

After a competitive public procurement process, on March 16, 2010, by Resolution No. 26-2010, the Commission of the Former Agency authorized a three-year Contract with Twin III as property manager for these

five properties. In the second year of the Contract, four of the five properties were removed from the scope, leaving only Shoreview Park. On March 19, 2013, by Resolution No. 5-2013, the Commission authorized a First Amendment to the Contract to extend the term for one year through March 31, 2014. The term was then extended for 15 months to June 30, 2015 under a Second Amendment, authorized by the Commission on March 14, 2014 by Resolution No. 12-2014. On June 2, 2015, the Commission authorized a Third Amendment by Resolution 32-2015 to extend the contract for 12 months. Currently, the Contract expires on June 30, 2016.

Twin III removes and controls weeds and vines, mows grass, and disposes of trash and litter at Shoreview Park. It also repairs fences securing the property on an as-needed basis, and generally inspects the property for trash, graffiti, vandalism, and dumped items, and to discourage loitering and homeless encampments. Twin III provides services at the park once a month during the fall/winter months (September through February) and twice a month during the spring/summer months (March through August). (See Exhibits A and B for maps and photos of Shoreview Park.)

DISCUSSION

OCII anticipates the transfer of Shoreview Park to the City in FY 16/17, pursuant to the PMP. Until then, OCII has an enforceable obligation to continue maintaining Shoreview Park. In order to comply with this obligation, the Personal Services Contract with Twin III must be amended. The following are the key terms contained in the Fourth Amendment, which is attached as Exhibit C:

- **Time of Completion.** The time of completion will be extended by up to 12 months to June 30, 2017. By that time, OCII anticipates that it will have transferred Shoreview Park to the City. Upon transfer of Shoreview Park to the City, the Contract will terminate.
- **Contract Amount.** The cost of this extension would be up to \$20,540 for the 12-month extension period, including up to \$16,540 for ongoing maintenance, and up to \$4,000 for corrective tree pruning, as needed. The source of funds for the \$20,540 is new property tax revenue authorized under ROPS 16-17. A year-by-year breakdown of the total contract amount is shown in the chart below:

Year	Dates	Monthly	Annual
Year 1	4/1/10 – 3/31/11	\$6,693	\$80,316
Year 2	4/1/11 – 3/31/12	\$6,860	\$82,324
Year 3	4/1/12 – 3/31/13	\$7,032	\$84,382
Year 4	4/1/13 – 3/31/14	\$3,004	\$36,048
Year 5	4/1/14 – 6/30/15	\$1,314	\$19,699
Year 6	7/1/15 – 6/30/16	\$1,353	\$16,232
Year 7	7/1/16 – 6/30/17	\$1,378	\$16,540
Contingency for change orders (Years 1-3)			\$50,000
Contingency for change orders (Year 7)			\$4,000
Total			\$389,540

- **Insurance.** The insurance provisions have been updated to reflect OCII's current insurance requirements.
- **Scope of Services.** The scope of services has been updated to reflect the monthly rate for the costs of maintenance and site inspections, and corrective tree pruning as needed.

Twin III has been and is in compliance with the equal opportunity programs in the Contract, including OCII's Small Business Enterprise Program, Nondiscrimination in Contracts and Benefits Policy, Minimum Compensation Policy and Health Care Accountability Policy.

OCII is carrying forward \$1.6 million in prior year budget authority and budgeting a further \$500,000 in its FY 16/17 budget for capital improvements and deferred maintenance at Shoreview Park. The source of funds is Community Development Block Grant program income mostly generated from a parcel of land OCII owns at 345 Williams Avenue. OCII will transfer these capital improvement funds to the City when it transfers Shoreview Park pursuant to the PMP.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Authorization of the Fourth Amendment will facilitate the maintenance and site inspection services for Shoreview Park. The activities under the Fourth Amendment are categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301(h) and 15061(b)(3). The activities would not directly cause any significant adverse change in the physical environment.

STAFF RECOMMENDATION AND NEXT STEPS

Staff recommends approval of the Fourth Amendment to the Contract to extend the term by up to 12 months to June 30, 2017 at a cost up to \$20,540 to maintain and inspect Shoreview Park, for a total amount not to exceed \$389,540. The transfer of Shoreview Park to the City will be brought to the Commission for its consideration later this year.

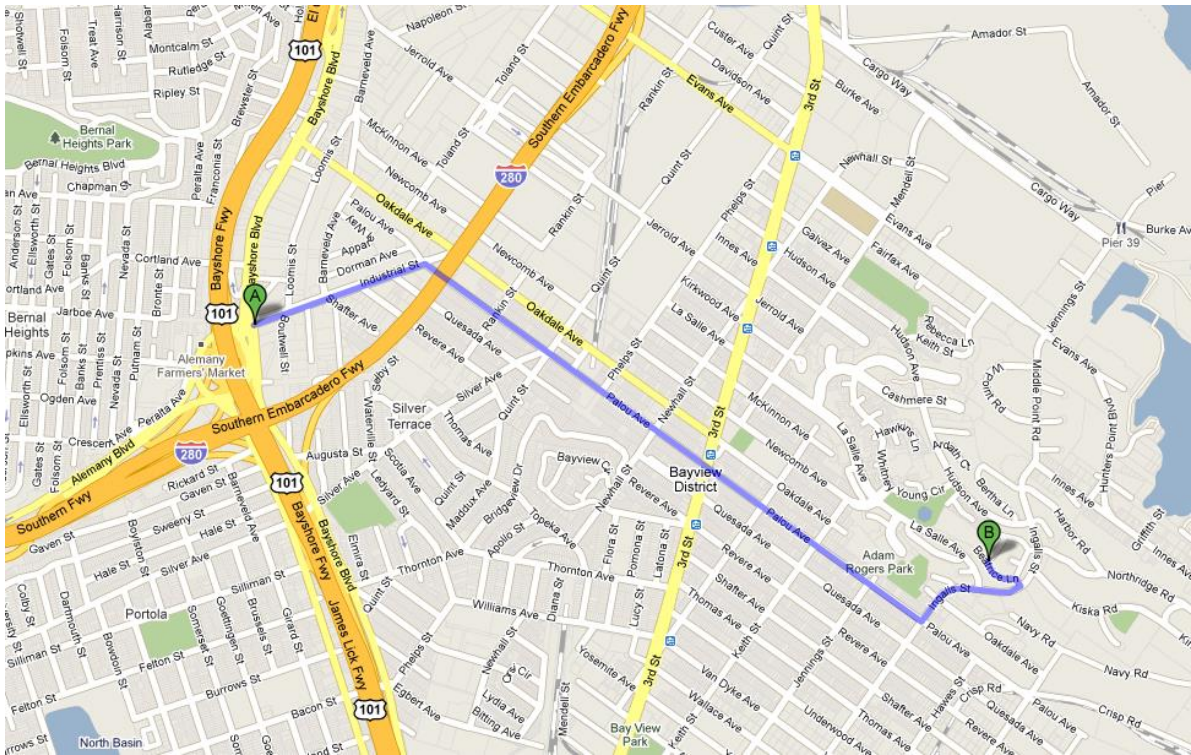
(Originated by Marie Munson, Senior Development Specialist)



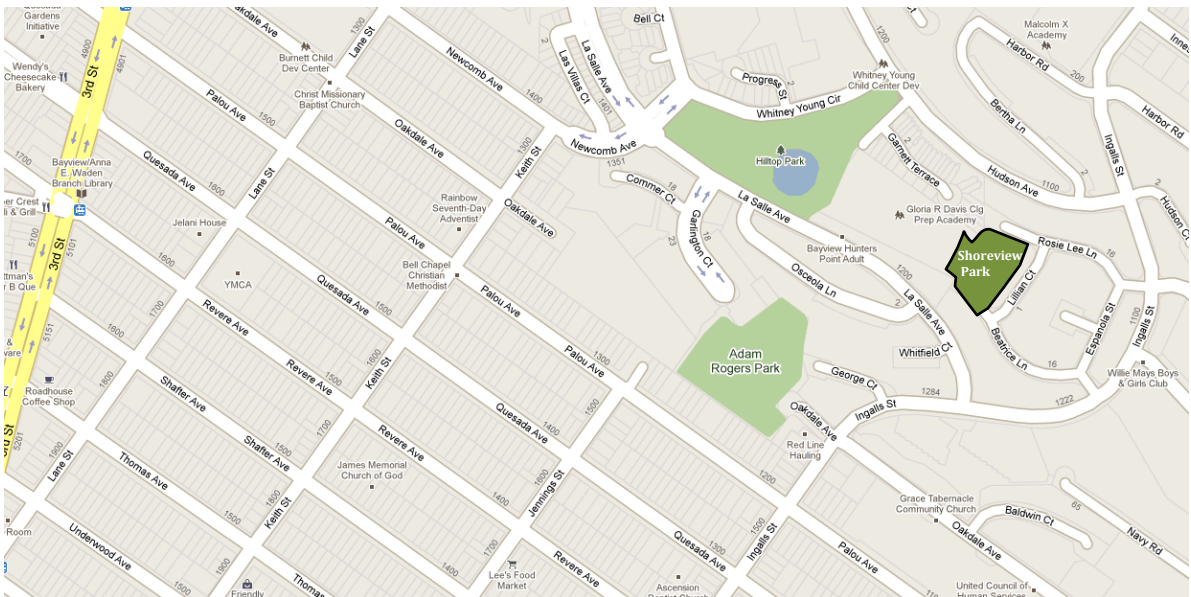
Tiffany Bohee
Executive Director

Exhibit A:	Maps of Shoreview Park
Exhibit B:	Photos of Shoreview Park
Exhibit C:	Proposed Fourth Amendment

Exhibit A Maps of Shoreview Park



Shoreview Park Freeway Access (from CA-101)



Shoreview Park Neighborhood Street Access

Exhibit B
Photos of Shoreview Park



Exhibit C
Proposed Fourth Amendment

**SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY
(OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE)**

**FOURTH AMENDMENT TO PERSONAL SERVICES CONTRACT
(Property Management Services)**

This Fourth Amendment to the Personal Services Contract (the “**Fourth Amendment**”) is entered into as of July 1, 2016 (the “**Effective Date**”), by and between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California, commonly known as the Office of Community Investment and Infrastructure, (the “**Successor Agency**” or “**OCII**”) and Twin III Building Maintenance Company, a sole proprietorship (the “**Contractor**”).

RECITALS

This Fourth Amendment is made with reference to the following facts and circumstances:

- A. The Redevelopment Agency of the City and County of San Francisco, a public body, (the “**Former Agency**”) was dissolved on February 1, 2012, pursuant to California Health and Safety Code Sections 34170 et seq (the “**Redevelopment Dissolution Law**”).
- B. Under Redevelopment Dissolution Law, the Successor Agency assumed all of the Former Agency’s enforceable obligations, including ownership of the Former Agency’s non-housing real property assets. As a result of these legislative acts, the Successor Agency (1) became a separate legal entity, separate from the City and County of San Francisco (the “**City**”), and (2) owns and operates certain real properties, including Shoreview Park, a half-acre park with a children’s play area adjacent to Lillian Court between Rosie Lee Lane and Beatrice Lane, located within the former Hunters Point Redevelopment Project Area.
- C. Redevelopment Dissolution Law requires that successor agencies to former redevelopment agencies dispose of their real property assets under a Long Range Property Management Plan (“**PMP**”), which must be submitted to the State of California Department of Finance (“**DOF**”). Successor Agency properties cannot be sold or transferred until DOF approves the PMP. In December 2015, DOF approved the Successor Agency’s PMP. With this DOF approval, OCII can sell and transfer its properties.
- D. Pursuant to the approved PMP, OCII will transfer Shoreview Park to the City for governmental use as a public park. Pending the transfer of Shoreview Park to the City, the Successor Agency has a continuing obligation to maintain the park. As such, this property management activity is an enforceable obligation under Redevelopment Dissolution Law, which defines enforceable obligations to include, among others, “the costs of maintaining assets prior to disposition.”
- E. In order to continue to meet the Successor Agency’s obligation to maintain Shoreview Park until it can be transferred to the City pursuant to the Successor Agency’s PMP as approved by DOF, the Successor Agency’s personal services contract with the Contractor to maintain Shoreview Park must be amended.
- F. On March 16, 2010, by Resolution No. 26-2010, the Commission of the Former Agency approved a one-year contract with the Contractor for maintenance services for Shoreview Park, as well as four other properties owned by the Former Agency, with two one-year options to extend (the “**Original Contract**”). In accordance with the terms of the Original Contract, the Former Agency exercised its options to extend the term from March 31, 2011 to March 31, 2013. On March 19, 2013, by Resolution No. 5-2013, the Successor Agency’s Commission authorized a first amendment to the

Original Contract to extend the term for another year, through March 31, 2014 (the “**First Amendment**”). On March 14, 2014, by Resolution No. 12-2014, the Successor Agency’s Commission authorized a second amendment to the Original Contract to extend the term for an additional 15 months to June 30, 2015 and change the scope to include only services for Shoreview Park (the “**Second Amendment**”). On June 2, 2015, by Resolution No. 32-2015, the Successor Agency’s Commission authorized a third amendment to the Original Contract to extend the term for an additional 12 months to June 30, 2016 (the “**Third Amendment**”). Together, the Original Contract, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment comprise the “**Contract.**”

- G. The Successor Agency and Contractor desire to enter into this Fourth Amendment to extend the term of the Contract for up to 12 months to June 30, 2017. By that date, the Successor Agency anticipates it will have transferred Shoreview Park to the City, pursuant to the PMP and the City’s acquisition process for public parks. Upon transfer of Shoreview Park to the City, the Contract will terminate.
- H. The cost of this Fourth Amendment is up to \$20,540, for a total amount under the Contract not to exceed \$389,540. The total budget of the Contract is substantial because when the Original Contract was first executed in 2010, the Contractor was required to maintain five properties owned by the Former Agency. Since then, four of the five properties have been transferred to the City’s housing successor agency.
- I. The source of funds for the \$20,540 is new property tax revenue authorized under the Successor Agency’s Recognized Obligation Payment Schedule for Fiscal Year 2016/2017.
- J. For these reasons, the Successor Agency and Contractor therefore seek to enter into this Fourth Amendment upon the basis of the terms, covenants and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Successor Agency and Contractor agree as follows:

1. Section 2. TIME OF COMPLETION is deleted in its entirety and replaced with the following:

"The Work under this Contract shall begin on April 1, 2010 at 12:01 a.m. and end no later than June 30, 2017 at midnight unless earlier terminated pursuant to Section 20, Termination, contained herein."

2. Section 3.A. Compensation is deleted in its entirety and replaced with the following:

"(1) The maximum amount payable under this Contract is not to exceed \$389,540 as shown in the chart below:

Year	Dates	Monthly	Annual
Year 1	4/1/10 – 3/31/11	\$6,693	\$80,316
Year 2	4/1/11 – 3/31/12	\$6,860	\$82,324
Year 3	4/1/12 – 3/31/13	\$7,032	\$84,382
Year 4	4/1/13 – 3/31/14	\$3,004	\$36,048
Year 5	4/1/14 – 6/30/15	\$1,314	\$19,699
Year 6	7/1/15 – 6/30/16	\$1,353	\$16,232
Year 7	7/1/16 – 6/30/17	\$1,378	\$16,540
Contingency for change orders (Years 1-3)			\$50,000
Contingency for change orders (Year 7)			\$4,000
Total			\$389,540

(2) Compensation paid to the Contractor includes all expenses incurred for the performance of this Contract including, but not limited to licenses, insurance, equipment, vehicles, subcontracting services, and other similar and/or related items.

(3) Contractor shall submit to the Successor Agency monthly invoices that will detail the contracted services performed at Shoreview Park during the previous month. Successor Agency staff will review and approve the Successor Agency's invoice for payment directly to the Contractor.

(4) Any additional services that may become necessary and are not covered in Attachment A, Scope of Services, will be billed separately."

3. Attachment A, Scope of Services, is deleted and replaced in its entirety to read as the Attachment A attached hereto and fully incorporated herein.

4. Section 10. INSURANCE, Subsection A is deleted and replaced in its entirety to read as follows:

- A. Minimum Limits of Insurance. Contractor must maintain limits no less than:

- (1) General Liability: For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: \$2,000,000 per

occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by OCII. At the option of OCII, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to OCII guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The "Office of Community Investment and Infrastructure/Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.
- (2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.
- (4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to OCII.
- (5) Contractor hereby grants to OCII a waiver of any right to subrogation which any insurer of said Contractor may acquire against OCII by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OCII has received a waiver of subrogation endorsement from the insurer.
- (6) If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the Successor Agency for review.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by OCII's Risk Manager.

G. Verification of Coverage. Contractor must furnish OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by OCII. All certificates and endorsements are to be received and approved by OCII before work commences under this Fourth Amendment. OCII reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

H. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

5. The following Miscellaneous provisions apply to this Fourth Amendment:

- a. Incorporation. This Fourth Amendment constitutes a part of the Contract. Any reference in any document to the Original Contract as previously amended shall be deemed to include a reference to such Contract as further amended hereby.
- b. Ratification. To the extent of any inconsistency between this Fourth Amendment and the Original Contract as previously amended, the provisions contained in this Fourth Amendment shall control. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Original Contract as previously amended shall remain in full force and effect.
- c. Successors and Assigns. This Fourth Amendment shall be binding upon and inure to the benefit of the successors and assigns of OCII and Contractor, subject to the limitations set forth in the Personal Services Contract.
- d. Counterparts. This Fourth Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.
- e. Governing Law; Venue. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising directly or indirectly under this Fourth Amendment shall be litigated in courts located with the County of San Francisco, State of California.

- f. Integration. The Contract (including this Fourth Amendment) contains the entire agreement between the parties with respect to the subject matter thereof. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded by the Contract. No prior drafts of the Contract (including all amendments thereto) or changes from those drafts to the executed version of the Contract shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person, and no court or other body shall consider those drafts in interpreting the Contract (including this Fourth Amendment).
- g. Effective Date. Each of the modifications set forth in Sections 1-4 of this Fourth Amendment shall be effective on and after July 1, 2016.

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IN WITNESS WHEREOF, the Successor Agency and the Contractor have executed this Fourth Amendment to the Personal Services Contract as of the date first written above.

SUCCESSOR AGENCY:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO, a public body,
corporate and politic

CONTRACTOR:

TWIN III BUILDING MAINTENANCE COMPANY, a
sole proprietorship

By: _____
Tiffany Bohee
Executive Director

By: _____
Rita Harvey-Tyler
President
Federal Tax ID No: 94-3298649

APPROVED AS TO FORM:

By: _____
James Morales
General Counsel

Authorized by Agency Resolution
No. 20-2016, adopted _____, 2016

Exhibit A: Scope of Services

Exhibit A

SCOPE OF SERVICES

Contractor provides property management services for Shoreview Park, a half-acre park located adjacent to Lillian Court between Rosie Lee Lane and Beatrice Lane within the former Hunters Point Redevelopment Project Area.

Contractor shall remove weeds, control vines and mow the grass once a month during the fall/winter months (September through February) and twice a month during the spring/summer months (March through August). Contractor shall remove weeds along the sidewalks and in the tree wells. Contractor shall remove trash and litter at Shoreview Park at least once a week during the fall/winter months (September - February) and at least twice a week during the spring/summer months (March – August). Contractor shall repair fences securing the property on an as-needed basis. Contractor shall inspect the property four times a week for trash, graffiti, vandalism, dumping and homeless encampments, and if such conditions are discovered, Contractor shall promptly remove or cause the removal of trash, graffiti, and dumped items promptly to prevent blighted conditions. If homeless encampments are discovered, Contractor shall notify Successor Agency staff immediately. If the Contractor observes vandalism or other criminal activity taking place on the property, Contractor shall immediately call the San Francisco Police Department (“SFPD”) emergency number—911 or, if from a cell phone, 415-553-8090—to directly reach the SFPD dispatch. If Contractor observes evidence of a criminal activity on the property that has already occurred, Contractor will call the SFPD non-emergency line at 415-553-0123.

All the work under this Scope of Services shall be performed for a monthly rate of \$1,378.

Tree Maintenance

Contractor or subcontractor must conform to the latest edition of the tree maintenance standards of the “Pruning Standards for Trees, City and County of San Francisco” available from the S.F. Department of Environment, Urban Forestry Program. Contractor will inspect trees for decay, failure to thrive and cracked or compromised limbs and branches. Contractor shall call a trained and experienced arborist for corrective measures, if necessary. Up to \$4,000 of the Contingency for change orders is authorized to be used for corrective tree pruning.

Inspection

All of the Work under this Scope of Services shall be done in consultation with and to the satisfaction of the Successor Agency. The Contractor shall refer questions or problems arising in the course of work to Successor Agency staff who will provide direction within a reasonable time.

Problems identified during inspections shall be corrected by the Contractor in a timely manner.