

450-0552018-002

Agenda Item **No. 5(c)**
Meeting of December 18, 2018

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Authorizing a Personal Services Contract with Hollins Consulting, Inc., a California corporation, for infrastructure engineering support services for one year with an option for two additional one year extensions for an aggregate amount not to exceed \$1,700,000 for Phase 1 and Phase 2 of the Hunters Point Shipyard; Hunter's Point Shipyard and Bayview Hunter's Point Redevelopment Project areas

EXECUTIVE SUMMARY

The Office of Community Investment and Infrastructure ("OCII") has two disposition and development agreements ("DDA") for the integrated planning and development of approximately 780 acres located along the southeastern waterfront of San Francisco. The first phase of development is governed by the Hunters Point Shipyard Phase 1 DDA between the OCII and Lennar-BVHP, LLC ("Lennar"), which will include new housing units, 27% to 40% of which will be affordable, and 26 acres of open space. The second phase is governed by the Candlestick Point and Hunters Point Shipyard Phase 2 DDA between OCII and FivePoint Holdings, LLC ("FivePoint") (formerly CP Development Co., LLC), which provides for 10672 additional new housing units to be located at Shipyard and Candlestick Point, 32% of which will be affordable, including the rebuilding of the Alice Griffith public housing development consistent with the City's HOPE SF program. Together, these two DDAs are being implemented simultaneously and integrated cohesively as one project (the "Project") with Lennar and FivePoint (collectively "Developer"). A project of this scale and complexity requires an integrated team being continuously involved in the Project and maintaining a deep understanding of the ever-changing tasks at-hand.

London N. Breed
MAYOR

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An attachment to the Phase 2 DDA is the Interagency Cooperation Agreement ("ICA") which provides for San Francisco Public Works ("SFPW") obligation to review, process, and permit a variety of activities such as subdivision mapping, street vacations, and permits for public infrastructure in order to facilitate the timely development of the project.

While SFPW is the customary lead in processing permits and maps related to subdivision and infrastructure improvement plans for the city, the ICA allows for a provision for OCII or SFPW to contract with third parties on an as needed basis to ensure project timeline and deliverables are met for development and public infrastructure. Generally, OCII requires services to facilitate the review and implementation of various maps, infrastructure system design, and the coordination of various regulatory approval processes for infrastructure development. For the past three years, OCII has contracted with Hawk Engineers, Inc. for as-needed assistance with technical and engineering services. Hawk's contract expires on December 31, 2018. On August 8, 2018 OCII released a Request for Proposal ("RFP") to engineering firms to provide assistance in subdivision mapping, Master Utility Plan review, and other technical and engineering services to facilitate the development.

To help implement the Project with respect to the ICA and the Design Review and Document Approval Procedure ("DRDAP"), OCII contracts directly with SFPW, the customary lead in processing subdivision mapping and infrastructure improvement plans, which acts as the central department for processing of permits needed to construct project infrastructure improvements. In addition to this role, SFPW assists the Developer and OCII in obtaining regulatory approvals and other entitling approvals and agreements.

One proposal was received in response to the RFP and was evaluated by a review panel in accordance with the criteria set forth in the RFP. Staff recommends the Selection of Hollins Consulting, Inc. based on their qualifications providing technical and engineering services for other large scale projects such as Mission Bay, Pier 70, Treasure Island, the Transbay Transit Center and Treasure Island.

The proposed personal services contract ("PSC") with Hollings Consulting, Inc. would provide the as-needed support for processing infrastructure permit applications, subdivision maps and improvement plans.

Staff recommends authorizing a Personal Services Contract with Hollins Consulting, Inc., a California Corporation, for infrastructure engineering support services for an initial term of one year beginning January 1, 2019, with two one-year extension options to be exercised at the discretion of the Executive Director, if in the best interest of OCII, in an aggregate amount not to exceed \$1,700,000.

DISCUSSION

Phase 1 and Phase 2 of the Hunters Point Shipyard Candlestick Point project encompasses over 780 acres. Phase 2 of the project will be built out in multiple phases of development during the next 20 years. The infrastructure development for the project requires significant coordination and cooperation between OCII, the Developer, City Agencies, and utility companies that operate and maintain utility systems, roadways, open spaces, and streetscapes. The ICA provides the framework for the City agencies to cooperate and expedite permit approvals, and to ensure project timeline and deliverables are met for development of the required development infrastructure.

Per the DDA, the development of Phase 1 and Phase 2 must be designed and constructed in accordance with applicable standards and specifications set forth in the various city departments having jurisdiction over the development. The plans must also be designed to meet the standards of the utility companies for gas, electric, and telecommunications systems, as well as conformance with all previous city and utility approvals.

In Candlestick Point the Developer is currently undertaking a long term process of preparing various phases of the development for final subdivision mapping. These phases will include housing projects (market rate and affordable units) and various commercial developments. The final subdivision maps for these phases will require extensive utility design, mapping, and outfall designs in order to accommodate the proposed phase developments. The city is experiencing significant development so SFPW and OCII have agreed to hire a third party as-needed contractor. OCII previously solicited for this service and contacted with Hawk Engineering for the past three years. Their contract expires on December 31, 2018.

Outreach

In order to reach a large number of potential contractors for the RFP, staff implemented the following outreach program;

- 1) Sent an email solicitation to 73 contractors on OCII's city certified list of civil and structural engineers.
- 2) Sent an email solicitation to approximately 21 Small Business Enterprise ("SBE") and Local Business Enterprise ("LBE") civil and structural engineers that have previously worked on OCII projects.
- 3) Contacted the African-American Chamber of Commerce ("SFAACC") regarding the RFP. SFAACC staff notified their members and sent links to the Dropbox RFP files, and to city and OCII web pages that offered more information on the RFP process (Links below).
- 4) Notified Marcos Tartt of the Bay View Renaissance Entrepreneurial Center of the pending RFP. Mr. Tartt posted information on the RFP as well as the links mentioned above.
- 5) Notified Mr. Sidney Martin of the Candlestick Point-Hunters Point Shipyard Construction Assistance Center of the RFP opportunity.
- 6) Posted The RFP at OCII's Site: <http://sfocii.org/rfp>
- 7) Posted the RFP at The City's Office of Contracts Administration site: <http://mission.sfgov.org/OCABidPublication/BidDetail.aspx?K=13340>.

- 8) Posted all RFP materials in OCII's Dropbox account for easy accessibility.

Evaluation Process

A preproposal meeting was held on August 22, 2018, wherein several engineering firms were in attendance and had expressed interest in pursuing this contracting opportunity. The RFP also afforded potential proposers to submit questions about the contract, and staff provided answers to all questions on September 11, 2018, including extending the RFP submittal due date by one week. On the due date of September 21, 2018, Hollins Consulting, Inc. was the only firm that submitted a proposal in response to the RFP. Notably, the Hollins proposal included existing contractor, Hawk, in its subcontracting team, along with another local SBE, Sustainable Watershed Designs, Inc. DBA Lotus Water ('Lotus Water'), for civil and water resources engineering support. Consequently, Hawk's experience will continue to benefit the Project in their capacity as a sub-consultant to Hollins.

Although Hollins submitted an ostensibly strong proposal (which included incumbent, Hawk), OCII procurement rules stipulate that when only one firm responds to an RFP the review and approval of the RFP is to be conducted as a sole source contract. Staff approached the Hollins proposal under that basis and established a review panel comprised of internal and external subject matter experts to evaluate the qualifications and capabilities of the proposed team and conducted an independent cost analysis to ensure their proposed fees are fair and reasonable.

The review panel used the following criteria from the RFP to make their selection determination;

- 1) Reviewed the proposer's expertise, experience, and professional technical qualifications of the Contractor's team. The panel also looked for a minimum of 5 years' relevant experience.
- 2) Reviewed the proposer's overall expertise working with San Francisco's development process, procedures, permitting processes and city agencies, and an ability to work well in high-pressure and dynamic environments and meet deadlines.
- 3) Reviewed the proposers overall cost of the proposed staff and efficiency of the proposed budget for providing the requested services. Looked for consistency with industry hourly rate standards.
- 4) Looked for proposers demonstrated ability to work collaboratively with clients, public agencies, environmental resource agencies, and other project stakeholders, and the ability to cost-effectively, efficiently and promptly provide requested services in a useful manner as evidenced through reference checks.
- 5) Reviewed the proposer's completeness of the submittal and compliance with the requirements of the RFP. The proposer also answered questions in their interview in a complete and comprehensive way.

After a determination of conformance with these criteria, Hollins was deemed qualified to be selected as the as-needed technical and engineering services consultant, and their fees were determined to be fair and reasonable. Hollins's and its subconsultant team's experience are extensive and directly applicable to this contract, including previous projects where Hollins delivered over \$4 billion of new utility, streetscape, transportation, and open space infrastructure to the city for various City departments, including SFPW and SFMTA, among others. Hollins have completed large infrastructure projects in Mission Bay, Hunter's Point Shipyard, Candlestick Point, Yerba Buena/Treasure Island, Pier 70, Sunnydale, HopeSF, the Transbay Transit Center, Muni Central Subway and the Moscone Expansion project. In addition, the incumbent consultant, Hawk, is a subconsultant to Hollins and, consequently, Hawk's experience will continue to benefit the Project. Lotus Water is also on the Hollins team as a subconsultant for civil and water resources engineering support. Notably, the both Hollins and Lotus Water are local small businesses certified by the City.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Commission's authorization of this technical and engineering services agreement with Hollins Consulting, Inc. to provide technical infrastructure support services in association with the implementation of the Phase 1 and 2 DDAs is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies).

(Philip Millenbah, Development Specialist)



Nadia Sesay
Executive Director

Attachment 1: Personal Services Contract with Hollins Consulting, Inc.

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT (“Contract”) is entered into as of January 1, 2019 by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“OCII”), and HOLLINS CONSULTING, INC., a California corporation (“Contractor”).

RECITALS

A. In furtherance of the objectives of the Community Redevelopment Law of the State of California (Health and Safety Code, section 33000 et seq. the “**CRL**”), the Redevelopment Agency of the City and County of San Francisco (the “**Former Agency**”) and the Board of Supervisors of the City and County of San Francisco (the “**City**”) created the Bayview Hunters Point Redevelopment Project Area and the Hunters Point Shipyard Redevelopment Project Area (the “**Project Areas**”).

B. In furtherance of its goals for the Project Areas, the Former Agency entered into two agreements concerning development within the Project areas: (1) the Former Agency and Lennar – BVHP, LLC, a California limited liability company (“**Phase 1 Developer**”), entered into the Disposition and Development Agreement Hunters Point Shipyard Phase 1 dated as of December 2, 2003, which has been subject to seven subsequent amendments (as amended the “**Phase 1 DDA**”); and (2) the Former Agency and CP Development Co., LP (“**Phase 2 Developer**”) entered into a Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated June 3, 2010, which has been subject to three subsequent amendments (as amended, the “**CP/HPS2 DDA**”).

C. On February 1, 2012, the Former Agency was dissolved pursuant to California Health and Safety Code Sections 34161 – 34168 (“**Redevelopment Dissolution Law**”). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission (“**Commission**”) and delegating to it state authority under the Redevelopment Dissolution Law), OCII is administering the enforceable obligations of the Former Agency, including its rights and obligations under the Phase 1 DDA and Phase 2 DDA (together the “**DDAs**”).

D. The DDAs obligate OCII to proceed with the approval of infrastructure improvements pursuant to the Design Review and Document Approval Procedure (“**DRDAP**”) incorporated into each of the DDAs, and the Interagency Cooperation Agreement for the CP/HPS2 DDA (“**ICA**”). These reference documents require timely design review of infrastructure designs and coordinated efforts across different City departments.

E. Infrastructure development requires significant coordination and cooperation between **OCII**, the Developer, City agencies, and utility companies, **and must be designed and constructed in accordance with applicable** standards and specifications of those City departments having jurisdiction as well as those of the utility companies for gas, electric, and telecommunications systems, and in conformance with all prior approvals.

F. Both the Phase 1 and Phase 2 Developer are currently undertaking, and will continue to undertake for several years into the future, preparation of various phases of the development for final subdivision mapping. These phases will include housing projects (market rate and affordable units) and commercial developments. The final subdivision maps for these phases will require extensive utility design, mapping, and outfall designs in order to accommodate the proposed phase developments.

G. OCII meets the requirements of the DRDAPs primarily through contract with the San Francisco Department of Public Works (“**DPW**”), a customary role for DPW as the lead department for processing of permits needed to construct infrastructure improvements.

H. DPW organizes its project delivery team with a core project management staff, supplemented by consultants providing on-call technical support to the DPW project managers. This organization has proven successful in the delivery of other major approved development projects in San Francisco.

I. OCII and Contractor intend that Contractor will provide said on-call technical support to DPW project managers for infrastructure improvements governed by the DDAs.

J. Contractor has demonstrated with their previous engineering and technical services experience, through their RFP response and through an OCII interview that they are capable of performing the services listed in the RFP Scope of Work

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on **Attachment A**, “Scope of Services”.

2. TIME OF COMPLETION

The term of this Contract shall begin on January 1, 2019 and end on December 31, 2019 (“**Initial Term**”). Contractor may request up to two (2) time extensions of the Initial Term, each of up to 12 months each (“**Extensions**”). Extensions shall be requested no later than 90 days prior to expiration of the Initial Term or first Extension, as applicable, and shall be granted in the sole discretion of the OCII Executive Director.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract shall not exceed \$1.7 Million Dollars (\$1,700,000.00), inclusive of the Extensions (“**Contract Amount**”). Payment shall be made on a time and materials basis. OCII anticipates that expenses of Contractor will be as specified in the amounts payable pursuant to Attachment B, “Budget”, which may be adjusted at the OCII Executive Director’s discretion, but in any event shall not exceed the Contract Amount without amendment of this Contract. Contractor shall not be entitled to reimbursement of expenses separate from this Contract. Contractor shall submit at least quarterly billing invoices to OCII. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor’s signature. OCII staff will review and approve these invoices for payment.

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor’s responsibility to pay all taxes required by law, including self-employment social security tax. OCII will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of OCII which exists solely for the benefit of OCII employees.

4. NO PERSONAL LIABILITY

No commissioner, member, official or employee of OCII shall be liable personally to Contractor or any successor in interest in the event of any default or breach by OCII or for any amount which may become due to Contractor or any successor or on any obligation under the terms of this Contract.

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of OCII.

6. [INTENTIONALLY OMITTED]

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits applicable to similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provision in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provision. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8a. INDEMNIFICATION

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses (including, without limitation, those of a third-party), including reasonable attorney's fees, arising directly or indirectly from any acts or omissions to act of Contractor or its officers, agents or employees in rendering services under this Contract; excluding, however, such liability, claims, losses, damages or expenses arising from OCII's gross negligence or willful acts 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 officers, agents or employees. In addition to Contractor's obligation to indemnify OCII, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII 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 OCII and continues at all times thereafter. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

This section shall apply to any design professional as defined in California Civil Code Section 2782.8 who is or will provide construction design services ("**Design Professional**") as part of, collateral to, or affecting this Agreement with the Contractor. Each Design Professional who will provide construction design services shall hold harmless, defend at his or her own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description, including reasonable attorney's fees, directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. In order to carry out the purposes of this Section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Section. It is expressly agreed and understood that the duty of indemnification pursuant to this section, including the duty to defend, is to be interpreted broadly, to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of OCII. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing

such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 10, OCII requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.

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

- (1) General Liability:
 - a. \$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.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).

(4) Professional Liability Insurance: \$2,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than five (5) years beyond completion of the Scope of Services.

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, worker's compensation, 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.

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. 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.

11. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with OCII requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.

- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information

At such times and in such forms as OCII, the City or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII, the City or HUD may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as OCII, the City or HUD, and/or the Comptroller General of the United States, if the Contract is funded with CDBG funds, may deem necessary, there shall be made available to OCII or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit OCII, the City, HUD and/or the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

12. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of OCII who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for two years thereafter. The term "Contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this Section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Section.

13. CONTRACTOR'S DUTY OF LOYALTY

Contractor for itself and subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection

with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115.”

14. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII 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) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, 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. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Contractor agrees to provide to OCII the names of 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 not sponsored or controlled by Contractor.

15. CONFIDENTIALITY/PROPERTY OF AGENCY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of OCII. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OCII, but are subject to disclosure under the Public Records Act, Cal. Gov't Code §§ 6250 et seq., and the OCII Public Records Policy, Former Agency Resolution No. 182-2005 (Nov. 1, 2005).

16. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by nonemployees of such agency exceeds \$5,000.00, any document or written report prepared in whole or in part by nonemployees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

17. NONDISCRIMINATION AND EQUAL BENEFITS

A. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of OCII's Nondiscrimination in Contracts Policy ("Policy"), adopted by Former Agency Resolution No. 175-97, as such Policy may be amended from time to time.

E. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law and execute **Attachment C** "Nondiscrimination in Contracts and Benefits Form".

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by CII Commission Resolution No. 43-2015 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside a Redevelopment

Project Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs (see **Attachment D** “SBE Agreement”).

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve SBE participation of 50 % for professional, personal services, and construction contracts; provided, however, that this goal may vary depending on the extent of subcontracting opportunities under OCII contract and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that OCII has the sole discretion to modify the 50 % SBE participation goal consistent with the SBE Program, as specified in the SBE Agreement.

OCII relies on the information that a business may have provided to qualify under another public entities’ business certification program in determining whether that business qualifies as an SBE under OCII’s SBE Program. Those other programs include: City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification, *information available at* - <https://sfgov.org/cmd/>; and State of California – Small Business Enterprises certification – <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII’s SBE Program.

19. COMPLIANCE WITH MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICY

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of OCII’s Minimum Compensation Policy and Health Care Accountability Policy (the “**Policies**”), adopted by Former Agency Resolution 168-2001, as such Policies may be amended from time to time (See **Attachment E** “Minimum Compensation Policy” and **Attachment F** “Health Care Accountability Policy”). Such compliance includes providing all “Covered Employees,” as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City’s Department of Public Health, or to participate in a health benefits program developed by the City’s Director of Health.

20. TERMINATION

OCII may terminate this Contract at any time without cause upon written Notice of Termination to the Contractor; provided, however, that in the event of such termination, OCII shall compensate the Contractor for work completed to the satisfaction of OCII as of the date of such notice or the date of termination specified in and directed by such notice.

21. MISCELLANEOUS PROVISIONS

A. Notices

All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to OCII: Office of Community Investment and Infrastructure/Successor
Agency to the San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Project Manager, Hunters Point Shipyard

If to Contractor: Hollins Consulting, Inc.
870 Market Street, Suite 700
San Francisco, CA 94102
Attention: Guy Hollins

or to such other addresses as the parties may designate by notice as set forth above.

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract. All requests from OCII for information and documents shall be delivered to OCII by Contractor within 72 hours.
- (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or OCII holiday shall be extended to the next OCII working day.

C. Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the successors and assigns of OCII and the Contractor. Where the term “Contractor” or “OCII” is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that OCII shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where OCII approval of a successor or assign is required by this Contract.

D. Modification, Waiver and Amendment

Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both OCII and Contractor.

E. Entire Contract

This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and OCII affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and OCII with respect to the subject matter hereof.

F. Severability

If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

G. Governing Law

This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

H. Headings

Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

I. Attorneys' Fees

In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

J. Authority

The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

K. Designated Representative

The initial designated representative for OCII for this Contract is Lila Hussain. OCII representative's phone number is (415) 749-2431. The initial Contractor designated representative for this Contract is Guy Hollins the Contractor's designated representative's phone number is (415) 229-2450.

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the date first above written.

HOLLINS CONSULTING, INC., a California corporation

By: _____
Guy B. Hollins
President/CEO
Federal Tax Identification No. _____

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

By: _____
Nadia Sesay
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

Authorized by Resolution No. _____, adopted _____.

ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: Nondiscrimination in Contracts and Benefits Form
- Attachment D: Small Business Enterprise Agreement
- Attachment E: Minimum Compensation Policy Declaration
- Attachment F: Health Care Accountability Policy Declaration

Attachment A

Scope of Services

The selected Contractor will be responsible for assisting OCII in the coordination of infrastructure approval submissions under the DRDAPs and related review and approval matters with multiple City agencies.

Infrastructure submittals are developed and submitted according to the process described in the DDAs and their DRDAPs, but must always be consistent with preceding and overarching entitlement documents, including but not limited to: the Hunters Point Shipyard and Bayview Hunters Point Redevelopment Plans; the applicable certified Final Environmental Impact Report (“EIR”) and addenda; the Bayview Transportation Improvement Project Environmental Assessment; the applicable Design for Development documents; the Infrastructure Plans, the Subdivision Code and Regulations, the Streetscape Master Plans, and the Utility Master Utility Plans.

While all submittals, plans, and drawings are completed by the applicable developer and their contractors, items in this task include representing OCII in the review of Master Utility Plans, as well as the intermittent requirement that entitlement documents be updated to address unforeseen design considerations. In general, the selected contractor is expected to do the following:

1. Become very familiar with the HPS Phase 1 and CP/HPS Phase 2 entitlement documents.
2. Represent OCII in the planning of all infrastructure systems and be aware of and work to mitigate negative impacts of infrastructure system design on the applicable project as required by entitlement documents.
3. Understand and communicate how design will effect project schedule and provide solutions to mitigate negative impacts on the project’s schedule.
4. Provide technical support, resolve conflicting positions from different City departments, and guide teams to consensus with the ultimate goal of gaining approval of infrastructure improvements. Contractor shall first advise OCII of any conflicting departmental positions before rendering a position to that department on the subject issue.
5. Provide technical input, guidance, and feedback on temporary utilities, systems, relocations, and other infrastructure planning.
6. Facilitate the development, modification, and acceptance of standards, regulations, codes, Master Utility Plans and other plan document updates as required.

Existing Street and Utility Systems

1. Review and assist in the coordination of shut downs, relocations, and transitions of

existing streets and utility systems.

2. Review and assist in the coordination of the timing and need for extensions, upgrades, re-design, and relocation of existing or new City owned utility systems or Third party owned systems.
3. Assist in developing any and all required easements or other agreements.
4. Review and assist in managing existing and new tenant utility and access needs in an emerging, transforming large scale development area.

Mapping

1. Assist in easements, encroachments, quiet title, and other title issues.
2. Represent OCII in the determination of boundaries and conditions of approval on all map related items, and participate in regular mapping meetings as required.
3. Assist in preparing and processing map applications, Conditions of Approval related to Tentative Maps, Vesting Tentative Maps, Final Maps, phased Final Maps, Transfer Maps, Parcel Maps, and Lot Line Adjustments. Assist in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and other map related services as needed.

Land Transfers

1. Represent OCII from a technical perspective in land transfers by attending any meetings as necessary and identifying any potential issues as they relate to existing or planned infrastructure systems.
2. Assist in the review Boundary Surveys, ALTA Surveys, Records of Survey, as needed.

Infrastructure Improvements

1. Support OCII in-house staff in their review of all submittals as required by the DRDAPs, including but not limited to: Major Phase applications; Sub Phase applications; 30%, 65%, and 95% Improvement Plans; and permit applications. Work with the SFPW Task Force [defined?] in circulating these submissions to City Agencies for review.
2. Manage and monitor the City review process in accordance with the ICA/DRDAP and report status of review to OCII and SFPW Task Force staff. Collect and compile plan review responses from City Agencies.
3. Convene special meetings with City Departments as necessary to provide additional requested information or troubleshoot on individual issues as they relate to plan submittals.
4. Review cost estimates as needed.
5. Participate on behalf of OCII in technical meetings related to infrastructure systems supporting the submittals listed above, including pre-submittal conferences, and

identify any inconsistencies with entitlement documents either being proposed, or offered as a comment by another City department.

6. Be aware of and identify any required off-site improvements consistent with the Project's entitlement documents.
7. Develop and maintain best practices based on previous plan applications.

Infrastructure Construction

1. Represent OCII at construction project management meetings and identify and communicate issues as they arise.
2. Be aware of and communicate the project schedule on an ongoing basis.
3. Be aware of required or proposed changes in design and ensure that any change is consistent with the Project's entitlement documents and does not undermine the goals and public benefits of the project, increase costs beyond what is provided for in the executed Corporate Guaranty, create unreasonable burdens on the project schedule, or create unreasonable hardship on adjacent communities.
4. Advise OCII in the review of Instructional Bulletins and deferral requests.
5. Advise OCII in the determination of bond reductions.
6. Advise OCII in determining completeness of public infrastructure systems.
7. Advise OCII in preparing any required Acceptance by the City's Board of Supervisors.
8. Advise OCII in managing infrastructure reimbursements.

Vertical Construction

1. Represent OCII at construction project management meetings, in so far as there are issues related to Project-wide infrastructure, and identify and communicate issues as they arise.
2. Participate on behalf of OCII in any required alterations to Project-wide infrastructure to support vertical development and ensure that any change is consistent with the Project's entitlement documents and does not undermine the goals and public benefits of the project, increase costs beyond what is provided for in the executed Corporate Guaranty, create unreasonable burdens on the project schedule, or create unreasonable hardship on adjacent communities.

Reporting Priority

1. Contractor represents OCII at project management meetings with the applicable developer and with other City departments. The Contractor also represents OCII during project/application design review or with other issues related to Project-wide infrastructure. Contractor[A1][A2] shall identify and communicate issues to OCII as they arise and before communicating a position to the developer or to other city departments on the subject issue.

2. Contractor is expected to provide timely and complete responses to OCII inquiries.

Deliverables

1. Timely invoice submittals (monthly).
2. Facilitate two (2) one-hour meetings between Contractor and OCII per week. Agenda for meetings to be provided in advance by Contractor.
3. Provide a weekly written report on the following items:
 - a) Provide OCII with a list of action items resulting from the meetings in item #1.
 - b) Provide OCII with a status report of tasks and projects.
 - c) Provide OCII with a summary of meetings with other with list of for any necessary follow-up tasks.
 - d) Disclosure to OCII of other projects Contractor is working on and how they impact OCII's schedule and milestones.
4. Contractor shall advise OCII in advance of any city department or developer meeting and of any proposed action on a permit or a plan that OCII should take.
5. Meet with BSM on a weekly basis and report back to OCII on which projects or developer applications are incomplete, insufficient, denied, or otherwise not meeting the expected schedule, pursuant to the ICA.
6. Response time: Contractor shall respond to OCII requests for information or documents within 72 hours of OCII's request.

Attachment “B”

Budget

<u>Year</u>	<u>Amount</u>	<u>Activity</u>
2019	\$500,000	Time and Materials Contracting
2020	\$700,000	Time and Materials Contracting
2021	\$700,000	Time and Materials Contracting