

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 1-2025

AUTHORIZING A PERSONAL SERVICES CONTRACT WITH HOLLINS CONSULTING, INC, A CALIFORNIA CORPORATION, IN AN AMOUNT NOT TO EXCEED \$376,692, FOR INFRASTRUCTURE COORDINATION SERVICES IN CONNECTION WITH THE IMPLEMENTATION OF THE DISPOSITION AND DEVELOPMENT AGREEMENTS FOR HUNTERS POINT SHIPYARD PHASE I AND CANDLESTICK POINT/ HUNTERS POINT SHIPYARD PHASE II; HUNTERS POINT SHIPYARD AND BAYVIEW HUNTERS POINT PROJECT AREAS

WHEREAS, The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure or “OCII”) is completing the enforceable obligations of the Redevelopment Agency of the City and County of San Francisco (the “Former Agency”) in the Hunters Point Shipyard and Bayview Hunters Point Redevelopment Project Areas (“Project Areas”) under the authority of the California Community Redevelopment Law, Cal. Health & Safety Code §§ 33000 *et seq.*, as amended by the Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 *et seq.*, and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission and delegating to it state authority under the Redevelopment Dissolution Law); and,

WHEREAS, To facilitate redevelopment of the Project Areas, the Former Agency and HPS Development Co., LP (“Phase 1 Developer”) entered into the Disposition and Development Agreement for Hunters Point Shipyard Phase 1, dated December 2, 2003, as authorized by Former Agency Commission Resolution No. 179-2003, and as amended from time to time, most recently by Successor Agency Resolution No. 15-2018 (April 17, 2018) and by Oversight Board Resolution No. 3-2018 (May 24, 2018) (as amended, the “HPS1 DDA”); and the Former Agency and CP Development Co., LP entered into the Candlestick Point and Phase 2 of the Hunters Point Shipyard Disposition and Development Agreement dated June 3, 2010 as authorized by Former Agency Commission Resolution No. 69-2010, and as amended from time to time, most recently by Successor Agency Resolution No. 27-2024 (Sep. 3, 2024) and by Oversight Board Resolution No. 3-2024 (Sep. 9, 2024) (as amended, the “CP/HPS2 DDA”) ; and,

WHEREAS, The California Department of Finance finally and conclusively determined that the HPS1 DDA, CP/HPS2 DDA, and other Project documents are enforceable obligations under Redevelopment Dissolution Law. Letter, S. Szalay to T. Bohee (Dec. 14, 2013) and has approved the most recent amendments to HPS1 DDA and to CP/HPS2 DDA; and,

WHEREAS The master developers under the HPS1 DDA and CP/HPS2 DDA are required to design and install horizontal infrastructure improvements consistent with the standards and specifications of those documents as well as those of City departments and utility companies having jurisdiction over the horizontal infrastructure. Thus, Infrastructure development requires significant coordination and cooperation between OCII, the master developers, City agencies, and utility companies; and,

- WHEREAS, On December 18, 2018, the Commission authorized, by Resolution 44-2018, the Executive Director to enter into a personal services contract ("PSC") with Hollins Consulting Inc. ("Contractor") to provide civil engineering and infrastructure coordination and support services to assist OCII in its infrastructure oversight role; and,
- WHEREAS, The Initial Term of the PSC was for one year, with two one-year Extensions, terminating December 31, 2021, at 11:59 PM, as so extended (the Initial Term and Extensions are, collectively, the "Term"); and,
- WHEREAS, On November 2, 2021, the Commission authorized, by Resolution 37-2021, a First Amendment to the PSC, extending the PSC term for an additional three years, terminating December 31, 2024, at 11:59 PM; and,
- WHEREAS, On December 31, 2024, the PSC expired with approximately \$376,692.15 remaining; and,
- WHEREAS, OCII continues to require the services provided under the PSC to fulfill OCII's role in implementing the HPS1 DDA and CP/HPS2 DDA. The Contractor has demonstrated by their previous infrastructure coordination services under the PSC that they are highly capable of continuing the services required by OCII and Contractor's familiarity and previous experience with the complicated nature of work under the HPS1 DDA and CP/HPS2 DDA would be difficult to replace without significant time and cost investment should a new firm be brought on to perform the PSC scope of work, and,
- WHEREAS, The Commission's authorization of a new personal services agreement is an administrative activity of government that does not constitute a "project" as defined by the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(5). It will not independently result in a physical change in the environment, and is not subject to environmental review under CEQA; and,
- WHEREAS, Staff recommends a personal services contract ("Contract") be authorized for \$376,692.15 ("Contract Amount") effective January 7, 2025 to the earlier of (a) January 6, 2026 at 11:59 PM; or (b) the expenditure of the Contract Amount; now therefore be it
- RESOLVED, That the Commission authorizes the Executive Director to enter into a Contract, substantially in the form attached hereto as Exhibit A, effective January 7, 2025 to the earlier of (a) January 6, 2026 at 11:59 PM, or (b) the expenditure of the Contract Amount.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of January 7, 2025.

Commission Secretary

Exhibit A: 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 WITH HOLLINS CONSULTING, INC.

This PERSONAL SERVICES CONTRACT (“**Contract**”) is entered into as of January 7, 2025 (the “**Effective Date**”) 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 organized and existing under the laws of the State of California, and Hollins Consulting, Inc, a California corporation.

RECITALS

This Contract is made with reference to the Recitals included in the Personal Services Contract (“Original PSC”) initially entered into on January 1, 2019, by the above-referenced parties (which Recitals are incorporated herein by reference) and the additional following facts and circumstances:

- A. OCII and Contractor initially entered into the Original PSC (included herewith as Exhibit A) on January 1, 2019, for the delivery of infrastructure coordination services in connection with the implementation of the Phase 1 DDA and CP/HPS2 DDA. All defined terms used herein shall have the meaning established in the Original PSC unless otherwise provided.
- B. The Initial Term of the Original PSC was for one year, with two one-year Extensions, terminating December 31, 2021, as so extended (the Initial Term and Extensions are, collectively, the “**Term**”).
- C. OCII Commission authorized a First Amendment to the Original PSC on November 2, 2021, extending the Original PSC term an additional three years which terminated on December 31, 2024.
- D. OCII continues to require the services provided under the Original PSC to fulfill OCII's role in implementing the Phase 1 DDA and CP/HPS2 DDA, including without limitation review of construction drawings, sidewalk legislation, subdivision mapping, infrastructure permits, constructability review, inspection, determination of completion and other tasks related to the design and construction of the improvements review and approval public improvements.
- E. Contractor has demonstrated with their previous infrastructure coordination services experience through their work on the project over the past six years that they are highly capable of continuing the services required by OCII.
- F. Contractor's familiarity and previous experience with the complicated nature of work under the Phase 1 DDA and CP/HPS Phase 2 DDA would be difficult to replace without significant time and cost investment should a new firm be brought on to perform the Contract scope of work.

- G. The remaining Original PSC balance is approximately \$376,692.15 as of the Effective Date ("**Remaining PSC Amount**").
- H. Thus, OCII and the Contractor now propose using the Remaining Original PSC Amount ("**Contract Amount**") to fund this Contract, effective January 7, 2025, to the earlier of (a) January 6, 2026, at 11:59 PM; or (b) the expenditure of the Contract Amount.

AGREEMENT

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

- A. The Contract shall have the same terms of the Original PSC except as follows:
 - a. Section 2. Time of Completion is deleted in its entirety and replaced with the following:

Section 2. Time of Completion. The term of this Contract ("**Term**") shall begin on January 7, 2025, and, unless earlier terminated under the provisions herein, shall terminate on the earlier of (a) January 6, 2026, at 11:59 PM or (b) expenditure of the Contract Amount.
 - b. Section 3 a: Compensation: This section shall be deleted in its entirety and replaced with the following:

Section 3 a. Compensation: The maximum amount payable under this Contract shall not exceed Three Hundred Thousand Six Hundred Ninety Two Dollars and Fifteen Cents (\$376,692.15) ("**Contract Amount**") and 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. Payment will be made on a time and material basis. 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.
 - c. Budget. Attachment B to the Contract shall be deleted in its entirety and replaced with the following:

Attachment B

Budget

Year	Amount	Activity
2025	\$376,692.15 ¹	Time and Materials

Table 1. Hollins Consulting Fee Schedule

Hollins Consulting Staff	2024 Hourly Rates
Principal-in-Charge	\$ 258.64
Project Manager/Lead PE	\$ 246.65
Infrastructure	\$ 211.73
Scheduler	\$ 204.51
Field Inspector	\$ 194.88

¹ This estimated balance of the Contract Amount as of 10/28/2024 will be replaced with the exact amount available as of the Effective Date.

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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 Hollins
President

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

By: _____
Thor Kaslofsky
Executive Director

By: _____
James B. Morales
OCII General Counsel

Authorized by Resolution No. 1-2025, adopted January 7, 2025.