

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 27-2021

AUTHORIZING A PERSONAL SERVICES CONTRACT WITH LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. FOR ENVIRONMENTAL TECHNICAL SUPPORT SERVICES ASSOCIATED WITH DEVELOPMENT AND ENVIRONMENTAL REMEDIATION OF HUNTERS POINT SHIPYARD, FOR A CONTRACT TERM OF AUGUST 1, 2021, TO JULY 31, 2024, WITH THREE ONE-YEAR OPTIONS TO EXTEND, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,900,000; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

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) (the “Successor Agency” 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 Redevelopment Project Area (“Project Area”) under the authority of the California Community Redevelopment Law, Cal. Health & Safety Code §§ 33000 *et seq.* (the California Community Redevelopment Law or “CRL”), as amended by Cal. Health & Safety Code §§ 34170 *et seq.* (“Redevelopment Dissolution Law”), 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, In accordance with the CRL, the City and County of San Francisco (the “City”) acting through its Board of Supervisors initially approved a Redevelopment Plan for the Project Area by Ordinance No. 285-97 adopted on July 14, 1997 (and as most recently amended, the (“HPS Redevelopment Plan”)); and,

WHEREAS, Under the Redevelopment Plan, the Project Area is divided into two development phases, "HPS Phase 1" and "HPS Phase 2" OCII is administering a disposition and development agreement for each phase: (i) the Disposition and Development Agreement – HPS Phase 1 by and between OCII -and HPS Development Co., LP (“Phase 1 Developer”) dated as of December 2, 2003 (and as most recently amended, the “Phase 1 DDA”); (ii) the Disposition and Development Agreement – Candlestick Point and Phase 2 of the Hunters Point Shipyard by and between CP Development Co., LLC ("Phase 2 Developer") dated as of June 3, 2010 (the "Phase 2 DDA"); and,

WHEREAS, The California Department of Finance finally and conclusively determined that the Phase 1 DDA, Phase 2 DDA, and other Project documents are enforceable obligations under Redevelopment Dissolution Law. Letter, S. Szalay to T. Bohee (Dec. 14, 2013); and,

WHEREAS, The former Hunters Point Naval Shipyard ("Shipyard") was closed by the federal government in 1974. In 1989, the U.S. Environmental Protection Agency ("EPA") placed the Shipyard on the National Priorities List of "Superfund" cleanup sites due to environmental contamination, requiring the Navy to investigate and remediate hazardous materials at the Shipyard; and,

WHEREAS, In April 2004, the former San Francisco Redevelopment Agency Commission (the "SFRA Commission") authorized a Conveyance Agreement between the U.S. Department of the Navy ("Navy") and SFRA. The Conveyance Agreement requires the Regulators (together the EPA and the State of California are the "Regulators") to confirm that each parcel is remediated to a level that is safe for its intended reuse prior to transfer, and for the Navy, OCII, and the Regulators to share environmental information in a "Collaborative Partnership." OCII, the City (represented by the San Francisco Department of Public Health or ("DPH"), and the Office of the City Attorney reviews and analyzes the technical documents produced by the Navy and the Regulators relating to the environmental remediation of the Shipyard; and,

WHEREAS, OCII must review and provide feedback on these environmental documents and oversee the Navy's cleanup to ensure that the Navy remediates the Shipyard in a manner that is protective of public health and the environment and is consistent with the approved reuse plans. On issues where OCII requires specific environmental technical expertise and it is not available through OCII, outside expert consultants are engaged; and,

WHEREAS, In accordance with the OCII's Purchasing Policy, staff issued a Request for Proposals ("RFP") on May 19, 2021, seeking responses from qualified environmental consultants to provide consulting services to OCII concerning the Navy's on-going environmental remediation activities and related issues within the Project Area, and the RFP was advertised on the OCII website, SF City and County website, through the Hunters Point Shipyard Citizen Advisory Committee ("CAC") electronic mailing list, and in the SF Chronicle; and,

WHEREAS, OCII received one proposal, from Langan Engineering and Environmental Services, Inc. ("Langan"), and Staff confirmed the proposal's completeness and responsiveness in accordance with the requirements of the RFP and OCII's Purchasing Policy. A panel, consisting of one OCII staff member, one HPS CAC member and an SF Department of Public Health staff person, reviewed the proposal and determined that Langan has demonstrated ample and relevant experience, with a team that is familiar with the Shipyard and the BVHP community, and presented detailed information on how the team of consultants will approach the work; and,

WHEREAS, OCII staff now seeks authorization to enter into a new Personal Services Contract ("Contract") with Langan for environmental technical support services regarding the development of HPS Phase 1 and retesting and environmental remediation at Phase 2 of the Project Area, for a contract term of August 1, 2021 to July 31, 2024 with three one-year options to extend, for a total contract amount not to exceed \$1,900,000. The new contract is required to monitor the Navy's remediation of the Shipyard in advance of land conveyance; and,

WHEREAS, The fees and expenses authorized under the Contract will be, reimbursable from the Phase 1 and Phase 2 Developer under the DDAs, the Contract are in furtherance of, and are necessary to complete OCII obligations under the DDAs. The Contract is shown on line HPSY 79 of the Recognized Obligation Payment Schedule (“ROPS”), which has been approved by the Department of Finance and will be included on each successive ROPS until expiration or termination of the Contract; and,

WHEREAS, Commission authorization of the Contract with Langan for technical environmental services is statutorily exempt from environmental assessment ~~per~~ Section 15262 of the California Environmental Quality Act Guidelines (Feasibility and Planning Studies). The Contract funds the provision of technical services for feasibility and planning studies that will not directly cause a change to the physical environment; now therefore, be it

RESOLVED, That this Commission approves and authorizes the Executive Director to execute the Contract, substantially in the form included as Exhibit 1, for a three-year term, for the period August 1, 2021 through July 31, 2024, with a total aggregate budget amount not to exceed \$1,900,000, to provide environmental technical services in connection with development and the remediation and transfer of property at the Shipyard from Navy to OCII, and, be it further

RESOLVED, That the Commission authorizes the Executive Director to take such other actions as may be necessary or appropriate, in consultation with the Agency Counsel, to effectuate the purpose or intent of this resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of July 20, 2021.

Commission Secretary

Exhibit 1: Personal Services Contract with Langan for Environmental Technical Services

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 August 1, 2021, 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 LANGAN ENGINEERING AND ENVIRONMENTAL, INC. ("LANGAN") a New Jersey corporation ("Contractor").

RECITALS

- A. Under sections 34161 et seq., of the California Health & Safety Code (the "Dissolution Law") the San Francisco Redevelopment Agency ("SFRA") was dissolved and certain assets and obligations of the SFRA were transferred to OCII in its capacity as the Successor Agency to the San Francisco Redevelopment Agency.
- B. The Dissolution Law required the formation of an oversight board for each dissolved redevelopment agency to oversee the fiscal management of successor agency activities. The Board of Supervisors on January 24, 2012, by Resolution No. 11-12, formed an oversight board for OCII (the "Oversight Board") which has been meeting since March 2012 to perform its duties under the Dissolution Law.
- C. On October 2, 2012, the Board of Supervisors in its capacity as the legislative body of the Agency adopted Ordinance No. 215-12, acknowledging that the Agency is a separate legal entity and creating the Successor Agency Commission, commonly known as the Community Investment and Infrastructure Commission (the "Commission") as the policy body to implement three Major Approved Development Projects (Hunters Point Shipyard/Candlestick Point, Mission Bay, and Transbay), the Retained Housing Obligations, and other enforceable obligations under the Dissolution Law.
- D. The Hunters Point Shipyard (the "Shipyard") and Candlestick Point Project (together the "Project") is divided into two phases, called Phase 1 and Phase 2, each with a separate disposition and development agreement ("DDA"). The DDAs, together with several related binding agreements attached to or referenced in the text of the DDAs, establish a comprehensive set of enforceable obligations that collectively govern the completion of the Project. The DDAs are binding contractual agreements that provide for the transfer of land from OCII to developers, the developers' and OCII's rights and obligations relating to the construction of specified improvements, and the financing mechanisms for completing the Project. The Project will deliver over 12,000 new homes, approximately 32 percent of which will be below market rate; and will include the rebuilding of the Alice Griffith public housing development consistent with the San Francisco HOPE SF program, up to 3 million square feet of research and development space, and more than 350 acres of new parks in the southeast portion of San Francisco. In total, the Project will generate over \$6 billion of new economic activity to San Francisco, more than 12,000 permanent jobs, hundreds of new construction jobs each year, new community facilities, new transit infrastructure, and approximately \$90 million in community benefits.

- E. On December 14, 2012, the California State Department of Finance issued a Final and Conclusive Determination under California Health and Safety Code §34177.5(i), that the Phase 1 DDA and the Phase 2 DDA are enforceable obligations that survived the dissolution of the Redevelopment Agency.
- F. The Shipyard was closed by the federal government in 1974. In 1989, due to environmental contamination on the base, the U.S. Environmental Protection Agency ("EPA") placed the Shipyard on the National Priorities List of "Superfund" cleanup sites, requiring the Navy to investigate and remediate hazardous materials at the Shipyard.
- G. In April 2004, the former San Francisco Redevelopment Agency Commission (the "SFRA Commission") authorized a Conveyance Agreement between the U.S Department of the Navy ("Navy") and SFRA. The Conveyance Agreement requires applicable federal and state regulators (the "Regulators") to confirm that each parcel is remediated to a level that is safe for its intended reuse prior to transfer. It further requires the Navy, OCII, and the Regulators to share environmental information in a "Collaborative Partnership." OCII, the San Francisco Department of Public Health ("DPH"), and the Office of the City Attorney (collectively, the "Environmental Team") reviews and analyzes the technical documents produced by the Navy and the Regulators relating to the environmental remediation of the Shipyard.
- H. The Environmental Team and the public have an interest in reviewing and providing feedback on these environmental documents to ensure that the Navy will remediate the Shipyard in a manner that is protective of public health and the environment, and consistent with the proposed reuse plans. On issues where OCII requires specific environmental technical expertise not available through the Environmental Team, outside expert consultants are engaged.
- I. In accordance with the OCII's Purchasing Policy, staff issued a Request for Proposals ("RFP") on May 19, 2021, seeking responses from qualified consultants and the RFP was advertised on the OCII website, SF City and County website, through the Hunters Point Shipyard Citizen Advisory Committee ("CAC") electronic mailing list, and in the SF Chronicle. OCII received one proposal from Langan Engineering and Environmental Services, Inc. and Staff confirmed the proposal's completeness and responsiveness in accordance with the requirements of the RFP and OCII's Purchasing Policy. A panel consisting of one OCII staff member, one HPS CAC member and an SF Department of Public Health staff person reviewed the proposal.
- J. After evaluating Langan's experience, familiarity and expertise with military base closure projects, public sector experience and work with CAC bodies, references, and proposed fees, the panel provided an averaged total score of 98 out of a possible 100 points, and unanimously recommended that OCII seek to contract with Langan for the technical services requested in the RFP. OCII's Contract Compliance Department staff reviewed the proposal and scores. Langan has complied with OCII's Equal Opportunity Programs, which include the Bayview Hunters Point Employment and Contracting Policy ("BVHP ECP"), the Small Business Enterprise Policy ("SBE"), the Nondiscrimination in Contracts Policy, the Minimum Compensation Policy, and the Health Care Accountability Policy. Langan submitted a proposal that demonstrated ample and relevant experience, a team that is familiar with the Shipyard and the BVHP community, and detailed information on how the team of consultants will approach the work
- K. After many years of work, the Navy, the Regulators, and the Environmental Team anticipate that transfers of parcels from the Navy to OCII will be occurring at regular intervals, with Findings of Suitability to Transfer (FOSTs) for all the parcels issued in the next five years.

- L. Langan will perform the environmental technical support services relating to the environmental remediation of the Shipyard. Specifically, Langan will review and evaluate the environmental work and documents produced by the Navy in furtherance of transfer to OCII, and take the lead on OCII's request to the Regulators and Navy for certainty on the residential reuse of specific Shipyard Parcels. Langan will provide white papers and presentations to boards, commissions, and community groups including their professional environmental technical expert opinions on the proposed resolution of all environmental issues of concern.
- M. This Contract is an enforceable obligation under the Dissolution Law. This Contract is in furtherance of OCII obligations under the Phase 1 and 2 DDAs, as well as the Conveyance Agreement. This Contract is shown on line 79 of the approved Recognized Obligation Payment Schedule for August 2021 to July 2022, which was approved by the Oversight Board and the Department of Finance. OCII's expenses under this Contract are reimbursable from the master developers under the Shipyard's Phase 1 and 2 DDAs.

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 August 1, 2021 and end on July 31, 2024. OCII, acting at the sole discretion of the Executive Director, shall have the right to extend the term three (3) times for a period of up to one (1) year each ("Extension Terms") by written notification of such Extension Term to Contractor. Any such Extension Term shall be at the same terms and provisions as this Agreement, including the fees and hourly rates. The maximum amount payable under this Contract for the Extension Term is described in Section 3.A Compensation and Method of Payment and **Attachments B1 and B2**. If Contractor does not wish to perform the services during the Extension Term, it shall notify the Executive Director of same in writing within ten (10) days following Contractor's receipt of the extension notice, and there will be no such Extension Term.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is one million nine hundred thousand dollars (\$1,900,000.00) inclusive of all Extension Terms, if exercised. The anticipated budget for the first year is \$287,659, second year is \$299,328.16, and third year is \$315,145.04, for a total of \$902,132.20. Annual budget amounts within the first, three-year budget may be adjusted with the approval of the OCII Executive Director. All expenses of Contractor are included in the amounts payable pursuant to Attachment B1, "Budget" and no expenses shall be reimbursed separately.

A budget shall be established for each Extension Term. If the OCII Executive Director approves an Extension Term, maximum payment for each Extension Term shall not exceed \$332,622.60 .

Payments shall be made according to the schedule and terms described on Attachment B2, "Payment Schedule".

Contractor will submit monthly 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 shall review and approve or contest these invoices for payment within forty-five (45) days of receipt. Invoices received later than six (6) months after services have been provided may not be honored. If OCII staff disapproves any invoice, it shall provide a statement to Contractor of the disapproved amount and the reasons for such disapproval.

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 during the Contract Term.

4. NO PERSONAL LIABILITY

No 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 reasonable attorney's fees, arising directly or indirectly from all 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 Agency'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 Agency, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency 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 Agency 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 applies 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. 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. 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.

b. Purposefully omitted

- (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 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 Agency 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 and County of San Francisco 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 and County of San Francisco 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 and County of San Francisco 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 and County of San Francisco, 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 Agency 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 Agency Public Records Policy, 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 Agency Resolution No. 175-97, as such Policy may be amended from time to time. The City and County of San Francisco has certified Contractor as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See supplier no. 16617 in the City's FSP System (as of July 2, 2021). Accordingly, OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

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.

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by Agency 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 an Agency 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/lbe-certification-0>; and State of California – Small Business Enterprises certification – <https://caleprocure.ca.gov/pages/sbdvbe-index.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 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 and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco'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: HPS/CP Project Management

If to Contractor: Langan Engineering and Environmental Services, Inc.
555 Montgomery Street, Suite 1300

San Francisco, CA 94111
Attention: Dorinda C. Shipman

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.
- (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 Agency holiday shall be extended to the next Agency 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 "Agency" 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 Agency 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 Kasheica McKinney, OCII representative's phone number is 415-749-2422. The initial Contractor designated representative for this Contract is Dorinda Shipman, the Contractor's designated representative's phone number is (415) 955-5262.

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

LANGAN, a New Jersey corporation

By: _____
Dorinda C. Shipman, Principal
Federal Tax Identification No. 223167382

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

By: _____
Sally Oerth, Interim Executive Director,

APPROVED AS TO FORM:

By: _____
Aaron Foxworthy
Agency General Counsel

Authorized by Resolution No. _____, adopted _____.

ATTACHMENTS

Attachment A:	Scope of Services
Attachment B1:	Budget
Attachment B2:	Task Schedule
Attachment C:	Intentionally Omitted
Attachment D:	Small Business Enterprise Agreement
Attachment E:	Minimum Compensation Policy Declaration
Attachment F:	Health Care Accountability Policy Declaration

Attachment A – “Scope of Services”

Environmental Technical Support Services

During the term of the Contract, Langan (the “Contractor”) will provide ongoing environmental technical support services on an as-needed basis to assist the San Francisco Office of Community Investment and Infrastructure (“OCII”) in the completion of the Hunters Point Shipyard and Candlestick Point Project (the “Project”).

A. Scope related to the HPS Phase 1

1. As directed, review testing results and/or reports prepared regarding HPS Phase 1, monitor Developers’ compliance with environmental mitigation measures and compliance with Article 31, collect and/or review samples, and provide information and recommendations about HPS Phase 1 work to various city departments, officials, and advisory committees.
2. As directed evaluate or prepare air monitoring results.
3. If needed, attend Environmental Team meetings and attend/assist in presentations for other technical and non-technical meetings scheduled by OCII, City, Navy, regulatory agencies, developer, Mayor’s Shipyard Citizen Advisory Committee or community groups.
4. If needed, provide community relations support services and advise on community relations communications.
5. Obtain radiological review services from radiological experts as needed.
6. Assist in development of presentations and graphics
7. If needed, write environmental White Paper(s) and environmental opinion letters.
8. If needed, assist with developing technical scopes and review of technical scopes related to environmental work.

B. Scope related to the Phase 2 DDA

- 1) Attend Base Closure Team (“BCT”) meetings, as needed.
- 2) Review and evaluate the environmental work and documents produced by the Navy including continued and ongoing review and comment on remediation and radiological rework issues and groundwater monitoring. As directed collect and/or review samples, if needed. As directed; review, evaluate and provide comments on documents such as:
 - a) Parcel B-1 documents including: Installation Restoration Site 10 documents, including Remedial Action Work Plan (“RAWP”) for Building 123; Remedial Action Completion Report (“RACR”); and Annual Operation and Maintenance Summary Reports;

- b) Parcel B-2 Installation Restoration Site 26 documents including: RACR; Operation and Maintenance Plan; Finding of Suitability for Transfer (“FOST”); and Annual Operation and Maintenance Summary Reports;
- c) Parcel B Radiological Program documents including: Radiological (“RAD”) Removal Action Construction Summary Report (“RACSR”) for buildings and soil rework. Parcel B documents related to Finding of Suitability for Transfer (“FOST”), and Annual O&M Summary Reports;
- d) For Installation Restoration Sites 7 and 18: Annual Operation and Maintenance Summary Reports;
- e) Parcel C Radiological Program documents including RAD RACSR for buildings 253/211 and soil rework. Parcel C documents including: RACSRs and Remedial Action Monitoring Reports (“RAMRs”), Work Plan and technical memorandum for RU-C4 Deep Fractured Water Bearing Zone Investigation. Other documents including: Remedial RAWPs; RACSRs; O&M Plan; FOST; and Annual O&M Summary Reports;;
- f) Parcels D-1 Radiological documents including: Revised Land Use Control Remedial Design Document (“LUC RD”); Explanations of Significant Differences (“ESD”) to the Record of Decision (“ROD”); RAD Rework Plan, RAD RACSR for rework. Other Parcel D-1 documents including: O&M Plan; RACR, FOST, Annual O&M Summary Reports; and Radiological Closeout Reports;
- g) Parcel G Radiological Program documents including RACSRs for Buildings and Soil Rework. Other Parcel G documents including FOST and Annual O&M Summary Reports.
- h) Parcels E Radiological Program documents including: RAD RACSR for sanitary sewer/storm drain; and RAD RACSR for Buildings and Soil Rework. Other Parcel E documents including: RAWP Addendum for Remedial Action; RACSRs for Remedial Actions; and FOST; Remedial Design Package Reports including Design Basis Report, Remedial Action Monitoring Plan, Land Use Control Remedial Design, Operation and Maintenance Plan, and Cost Opinion, and Soil Vapor Sampling Documents; RAWPs; and Petroleum Hydrocarbon CAPs and Site Closeout Reports;
- i) Parcels E-2 documents including: Landfill Gas Monitoring Reports; Removal Action reports; RAWPs; Post-Construction Remedial Action Performance Study Report; RACSR; O&M Plan, Annual O&M Summary Reports and wetlands related documents;
- j) Parcel F Radiological Program documents including: Submarine Pen scoping Survey Report; Characterization Survey Report; and Radiological RACSR. Other Parcel F documents including: ROD; Remedial Design Package Reports including Design Basis Report, Remedial Action Monitoring Plan, Land Use Control Remedial Design, Operation and Maintenance Plan, Cost Opinion, and RAWPs; and Pre-Remedial Action Sediment Characterization Report;
- k) Parcels UC-1 and UC-2 documents including: Annual O&M Summary Reports;

- l) Parcels D-2, UC-1, UC-2, and UC-3 Radiological Program documents including: RAD RACSR for rework; and other documents including FOST;
 - m) Federal Facilities Agreement (“FFA”) schedules;
 - n) Other technical documents related to soil, soil gas, and groundwater contamination at Hunters Point Shipyard; geotechnical investigation documents; Dust Control Plans; documents related to potential real estate documents (Finding of Suitability to Lease (“FOSLs”), Lease in Furtherance of Conveyance (“LIFOCs”), licenses, leases, and easements) documents related to Risk Management Plan (“RMP”) compliance, and related to Community Development Blocks;
 - o) Five Year Reviews; and
 - p) Community Involvement Plans.
- 3) Assist with updating, distributing, and tracking progress on schedule for transfer tasks related to the Navy’s Shipyard parcels. Support the on-going negotiations between OCII and the Navy for parcel transfer. As directed, provide information and recommendations to OCII (including HPS CAC, OCII Commission and OCII Oversight Board), and if requested by OCII, to various city departments, officials, and advisory committees (e.g., Planning Commission, Board of Supervisors, Health Commission, etc.). If needed, attend property transfer coordination meetings as scheduled by OCII, City, Navy, regulatory agencies, developer or community groups.
 - 4) Obtain radiological review services from radiological experts as needed.
 - 5) Advise OCII on potential updates to Article 31 of the San Francisco Health Code.
 - 6) Assist in development of presentations and graphics.
 - 7) For the transfers of Parcels B-1, B-2, C, D-1, G, E, and E-2:
 - a) Edit drafts of environmental White Paper(s) including writing new sections as directed;
 - b) If needed, write environmental opinion letter(s) on parcel transfer;
 - c) Prepare Phase I Environmental Site Assessments prior to transfer;
 - d) Assist with the development of Risk Management Plans;
 - e) Assist, as needed, with environmental aspects of transfer documents such as deeds, Covenants to Restrict Use of Property, property surveys, etc.;
 - f) Assist OCII in negotiating the terms and scope of services for potential contracts between OCII and the Navy for transfer of some or all of the Navy’s long term CERCLA obligations (including operation and maintenance (“O&M”) services and institutional control monitoring and annual reporting);
 - g) Assist OCII in developing a technical scope and contract for subcontracting out and fulfilling all long-term obligations that are transferred from the Navy (including O&M services and institutional control monitoring and annual reporting) per the negotiated contracts/agreements between Navy and OCII (except for Parcel D-2);

- h) Assist OCII in developing a technical scope and contract for subcontracting out environmental services (e.g., Article 31 related) for Community Development Blocks and Agency Affordable Housing Lots; and
 - i) If needed, assist OCII in meetings and communications with Community Developers.
- 8) Attend environmental meetings/conference calls with OCII. As directed, coordinate environmental review efforts with developer when the interests of OCII and the developer are the same. As requested, attend meetings with developer.
- 9) If needed, review and evaluate the environmental work and documents produced by the developer(s), including environmental investigations (e.g., soil vapor investigations), activity specific work plans, and RMP compliance summaries prepared for development activities.
- 10) Prepare Technical Memoranda in Support of Residential Land Use for Parcel C and Parcel D-1.
- 11) If needed, attend and assist in presentations for other technical and non-technical meetings as scheduled by OCII, City, Navy, regulatory agencies, developer, Mayor's Shipyard Citizens Advisory Committee, and other community groups.
- 12) As needed, provide community relations support services which may include periodic brief email summaries of ongoing Navy work.
- 13) Update and maintain the report review schedule and the HPS environmental document library and Access database.

**B-1 - Budget Summary for Three-year Term
Environmental Technical Services Proposal
Hunters Point Shipyard
2021 to 2024**

Scope of Work Item		2021-2022 Budget	2022-2023 Budget	2023-2024 Budget
A. Scope related to the HPS Phase 1		\$ 99,266.00	\$ 101,085.44	\$ 102,977.66
1	As directed, review testing results and/or reports prepared regarding HPS Phase 1, monitor Developers' compliance with environmental mitigation measures and compliance with Article 31, collect and/or review samples, and provide information and recommendations about HPS Phase 1 work to various city departments, officials, and advisory committees.	\$ 17,718.00	\$ 17,855.52	\$ 17,998.54
2	As directed evaluate or prepare air monitoring results.	\$ 20,829.00	\$ 21,038.16	\$ 21,255.69
3	If needed, attend Environmental Team meetings and attend/assist in presentations for other technical and non-technical meetings scheduled by OCII, City, Navy, regulatory agencies, developer, Mayor's Shipyard Citizen Advisory Committee or community groups.	\$ 12,690.00	\$ 13,197.60	\$ 13,725.50
4	If needed, provide community relations support services and advise on community relations communications	\$ 4,680.00	\$ 4,867.20	\$ 5,061.89
5	Obtain radiological review services from radiological experts as needed.	\$ 4,580.00	\$ 4,623.20	\$ 4,668.13
6	Assist in development of presentations and graphics	\$ 7,416.00	\$ 7,712.64	\$ 8,021.15
7	If needed, write environmental White Paper(s) and environmental opinion letters.	\$ 25,473.00	\$ 25,867.92	\$ 26,278.64
8	If needed, assist with developing technical scopes and review of technical scopes related to environmental work.	\$ 5,880.00	\$ 5,923.20	\$ 5,968.13
B. Scope related to HPS Phase 2 DDA		\$ 188,393.00	\$ 198,242.72	\$ 212,167.39
1	Attend Base Closure Team ("BCT") meetings, as needed.	\$ 11,745.00	\$ 12,214.80	\$ 12,703.39
2	Review and evaluate the environmental work and documents produced by the Navy including continued and ongoing review and comment on remediation and radiological rework issues and groundwater monitoring. As directed collect and/or review samples, if needed. As directed; review, evaluate and provide comments on documents.	\$ 129,612.00	\$ 100,180.56	\$ 79,555.55
3	Assist with updating, distributing, and tracking progress on schedule for transfer tasks related to the Navy's Shipyard parcels. Support the on-going negotiations between OCII and the Navy for parcel transfer. As directed, provide information and recommendations to OCII (including HPS CAC, OCII Commission and OCII Oversight Board), and if requested by OCII, to various city departments, officials, and advisory committees (e.g., Planning Commission, Board of Supervisors, Health Commission, etc.). If needed, attend property transfer coordination meetings as scheduled by OCII, City, Navy, regulatory agencies, developer or community groups.	\$ 7,074.00	\$ 7,356.96	\$ 12,323.75
4	Obtain radiological review services from radiological experts as needed.	\$ 4,580.00	\$ 4,623.20	\$ 4,668.13
5	Advise OCII on potential updates to Article 31 of the San Francisco Health Code.	\$ 4,680.00	\$ 4,867.20	\$ 5,061.89
6	Assist in development of presentations and graphics.	\$ 7,416.00	\$ 7,712.64	\$ 8,021.15
7	For the transfers of Parcels B-1, B-2, C, D-1, G, E, and E-2: a) Edit drafts of environmental White Paper(s) including writing new sections as directed; b) If needed, write environmental opinion letter(s) on parcel transfer; c) Prepare Phase I Environmental Site Assessments prior to transfer; d) Assist with the development of Risk Management Plans; e) Assist, as needed, with environmental aspects of transfer documents such as deeds, Covenants to Restrict Use of Property, property surveys, etc.; f) Assist OCII in negotiating the terms and scope of services for potential contracts between OCII and the Navy for transfer of some or all of the Navy's long term CERCLA obligations (including operation and maintenance ("O&M") services and institutional control monitoring and annual reporting); g) Assist OCII in developing a technical scope and contract for subcontracting out and fulfilling all long-term obligations that are transferred from the Navy (including O&M services and institutional control monitoring and annual reporting) per the negotiated contracts/agreements between Navy and OCII (except for Parcel D-2); h) Assist OCII in developing a technical scope and contract for subcontracting out environmental services (e.g., Article 31 related) for Community Development Blocks and Agency Affordable Housing Lots; and i) If needed, assist OCII in meetings and communications with Community.	\$ 4,638.00	\$ 4,166.40	\$ 70,045.75
8	Attend Environmental Team meetings/conference calls with the Agency and DPH. As directed, coordinate environmental review efforts with developer when the interests of the Agency and the developer are the same. As requested, attend meetings with developer.	\$ 2,430.00	\$ 2,527.20	\$ 2,628.29
9	If needed, review and evaluate the environmental work and documents produced by the developer(s), including environmental investigations (e.g., soil vapor investigations), activity specific work plans, and RMP compliance summaries prepared for development activities.	\$ 5,760.00	\$ 5,803.20	\$ 5,848.13
10	Prepare Technical Memoranda in Support of Residential Land Use for Parcel C and Parcel D-1	\$ -	\$ 37,914.24	\$ -
11	If needed, attend and assist in presentations for other technical and non-technical meetings as scheduled by OCII, City, Navy, regulatory agencies, developer, Mayor's Shipyard Citizens Advisory Committee, and other community groups.	\$ 2,430.00	\$ 2,527.20	\$ 2,628.29
12	As needed, provide community relations support services which may include periodic brief email summaries of ongoing Navy work.	\$ 4,680.00	\$ 4,867.20	\$ 5,061.89
13	Update and maintain the report review schedule and the HPS environmental document library and Access database.	\$ 3,348.00	\$ 3,481.92	\$ 3,621.20
Annual Total		\$ 287,659.00	\$ 299,328.16	\$ 315,145.04
Notes: 1. Projected annual SBE usage meets 50% SBE project goal.		Three Year (2021-2024) Total		\$ 902,132.20

Budget Summary for Phase I Tasks Environmental Technical Services Proposal Hunters Point Shipyard 2021 to 2022

Personnel	Task	1. Phase I Testing Results and Reports Review		2. Phase I Evaluate or Prepare Air Monitoring Results		3. Phase I Meetings and Presentations		4. Phase I Community Relations		5. Phase I Radiological Review Services		6. Phase I Presentations and Graphics		7. Phase I White Papers and Opinion Letters		8. Phase I Develop and Review Technical Scopes		2021-2022 Overall Budget	
		No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total
TBD (Trainee)	\$ 90.00/hr	0	\$ -	24	\$ 2,160.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 2,160.00
Unti Peng (Technical Assistant)	\$ 139.50/hr	4	\$ 558.00	2	\$ 279.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 837.00
Kathleen Lu (Senior Staff Scientist)	\$ 175.00/hr	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Christina Ratti (Senior Project Manager)	\$ 270.00/hr	6	\$ 1,620.00	6	\$ 1,620.00	47	\$ 12,690.00	8	\$ 2,160.00	4	\$ 1,080.00	16	\$ 4,320.00	6	\$ 1,620.00	4	\$ 1,080.00	97	\$ 26,190.00
Dustin Sutherland (Senior Project Scientist)	\$ 243.00/hr	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 5,832.00	0	\$ -	24	\$ 5,832.00
Dorinda Shipman (Principal/Vice President)	\$ 315.00/hr	4	\$ 1,260.00	0	\$ -	0	\$ -	8	\$ 2,520.00	0	\$ -	0	\$ -	4	\$ 1,260.00	0	\$ -	16	\$ 5,040.00
Christopher Glenn (Associate)	\$ 292.50/hr	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Sigrida Beiris (Associate)	\$ 292.50/hr	0	\$ -	4	\$ 1,170.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 1,170.00
Carolyn Roman (Senior Associate/Vice President, Geotech)	\$ 306.00/hr	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Olivia Godfrey (GIS)	\$ 193.50/hr	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 3,096.00	6	\$ 1,161.00	0	\$ -	22	\$ 4,257.00
Subcontracted Services - SBE																			
Samt Malraib AGS Inc.	\$ 195.00/hr	24	\$ 4,680.00	80	\$ 15,600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	80	\$ 15,600.00	0	\$ -	184	\$ 35,880.00
Christina Godemo, SCA Environmental, Inc.	\$ 240.00/hr	40	\$ 9,600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 4,800.00	60	\$ 14,400.00
Robert Schultz, Geo Blue Consulting	\$ 285.00/hr	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Subcontracted Services - non-SBE																			
Bob Burns, NGTS, Inc. (Certified Health Physicist)	\$ 175.00/hr	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	20	\$ 3,500.00
TOTAL			\$ 17,718.00		\$ 20,825.00		\$ 12,690.00		\$ 4,680.00		\$ 4,580.00		\$ 7,416.00		\$ 25,473.00		\$ 5,880.00		\$ 99,266.00
Notes:		- Assume at a minimum will include review of Risk Management Plan compliance reporting, with support from AGS - Contingency budget also provided for review of compliance with Article 31, collect and/or review samples, and provide information and recommendations, with support from SCA - Langan is offering OCI a 10% discount from our standard fees as reflected in the rates above - Rates shall increase annually by 4% in December of each subsequent Contract year.																	
SBE PERCENTAGE OF FEES					75%		0%		0%		0%		0%		61%		82%		51%

Budget Summary for Phase I Tasks
Environmental Technical Services Proposal
Hunters Point Shipyard
2022 to 2023

Task	1. Phase I Testing Results and Reports Review			2. Phase I Evaluate or Prepare Air Monitoring Results			3. Phase I Meetings and Presentations			4. Phase I Community Relations			5. Phase I Radiological Review Services			6. Phase I Presentations and Graphics			7. Phase I White Papers and Opinion Letters			8. Phase I Develop and Review Technical Scopes			2022-2023 Overall Budget		
	Rate	Unit		No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total		
Personnel																											
Subcontracted Services - SBE																											
Subcontracted Services - non-SBE																											
TOTAL																											
Notes: Langston is offering OCLI a 10% discount from our standard fees as reflected in the rates above. Rates shall increase annually by 4% in December of each subsequent Contract year.																											
SBE PERCENTAGE OF FEES																											

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06.17 version

Budget Summary for Phase II Tasks Environmental Technical Services Proposal Hunters Point Shipyard 2021 to 2022

Task	1. Phase II BCT Meetings		2. Phase II Peer Review and As-needed Sampling		3. Phase II Transfer Tasks (General)		4. Phase II Radiological Review Services		5. Phase II Updates to Article 31		6. Phase II Presentations and Graphics		7. Phase II Transfer Tasks (Paragraphs B-1, B-2, C, D-1, G, E, and E-2)		8. Phase II Environmental Team Meetings		9. Phase II Review of Developer Documents		10. Phase II Tech Memos in Support of Residential Land Use		11. Phase II Meetings		12. Phase II Community Relations		13. Phase II Maintain Document Archive & Database		2021-2022 Overall Budget	
	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total
Personnel																												
TBD Trainee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
UNL Peig (Technical Assistant)	139.50	\$ 139,500	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,348.00	28	\$ 3,906.00
Kathleen Le (Senior Staff Scientist)	175.50	\$ 175,500	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Christina Rain (Senior Project Manager)	270.00	\$ 270,000	43.5	\$ 11,245.00	0	\$ -	20	\$ 5,400.00	4	\$ 1,080.00	0	\$ -	16	\$ 4,320.00	8	\$ 2,160.00	9	\$ 2,430.00	4	\$ 1,080.00	0	\$ -	9	\$ 2,430.00	8	\$ 2,160.00	0	\$ -
Dustyn Sutherland (Senior Project Scientist)	243.00	\$ 243,000	48	\$ 11,664.00	3	\$ 729.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	51	\$ 12,285.00
Dorinda Shipman (Principal/Vice President)	315.00	\$ 315,000	12	\$ 3,780.00	3	\$ 945.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	29	\$ 7,245.00
Christopher Glenn (Associate)	292.50	\$ 292,500	8	\$ 2,340.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 2,040.00
Sigrda Reinis (Associate)	292.50	\$ 292,500	8	\$ 2,340.00	0	\$ -	0	\$ -	0	\$ -	16	\$ 4,680.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 7,020.00
Carolyn Roman (Senior Associate/Vice President, Geotech)	306.00	\$ 306,000	8	\$ 2,448.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 2,448.00
Olivia Godfrey (GIS)	193.50	\$ 193,500	0	\$ -	48	\$ 8,400.00	0	\$ -	0	\$ -	0	\$ -	16	\$ 3,096.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 3,096.00
Subcontracted Services - SBE																												
Sami Maleab, AGS, Inc.	195.00	\$ 195,000	192	\$ 37,440.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 6,480.00	0	\$ -	0	\$ -	0	\$ -	216	\$ 40,120.00
Christina Codomo, SCA Environmental, Inc.	240.00	\$ 240,000	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,920.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,920.00
Robert Schultz, Geo Blue Consulting	285.00	\$ 285,000	192	\$ 54,720.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	192	\$ 54,720.00
Subcontracted Services - non-SBE																												
Bob Burns, NGTS, Inc. (Certified Health Physicist)	175.00	\$ 175,000	48	\$ 8,400.00	0	\$ -	20	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	68	\$ 11,900.00
TOTAL		\$ 1,179,500		\$ 129,612.00		\$ 7,074.00		\$ 4,580.00		\$ 4,680.00		\$ 7,416.00		\$ 4,638.00		\$ 2,430.00		\$ 5,760.00		\$ -		\$ 2,430.00		\$ 4,680.00		\$ 5,348.00		\$ 188,393.00
Notes: Langan is offering OCIL a 10% discount from our standard fees as reflected in the rates above. Rates shall increase annually by 4% in December of each subsequent Contract year. Assume 11 BCT meetings at approximately 2.5 hours per month and one 2-day BCT meeting in August. Assume peer review services predominantly by SBE team with review and additional comment by Langan. Assume attend quarterly transfer coordination meetings. Assist with schedule recommendations as needed. Assume 4 hours for Senior Project Manager and 20 hours for NGTS as-needed radiological support services. Assume presentations and graphics prepared internally by Langan, as-needed. Assume limited services 2021-22 due to no anticipated transfers. Assume as-needed environmental meetings with OCIL and developer team (1 hr meeting +0.5 hr prep, 6 times per year). Assume as-needed technical and non-technical meetings (1 hr meeting +0.5 hr prep, 6 times per year). Assume task to be completed 2022-23. Assumes as-needed review of developer documents, supported by AGS. Assumes task to be completed 2022-23. Assumes up to 8 hrs annually for Principal and Senior Project Manager for as-needed community relations support. Assumes maintained internally by Langan.																												
SBE PERCENTAGE OF FEES		0%		71%		0%		0%		0%		0%		41%		0%		81%		0%		0%		0%		0%		52%

2022 to 2023

[illegible]

2023 to 2024

SBE PERCENTAGE OF FEES

ATTACHMENT B-2

HOURLY FEE AND COMPENSATION SCHEDULE

Personnel Charges – Charges for Contractor’s personnel shall be at the hourly rates indicated below with rates increasing annual by 4% in December of each subsequent Contract year:

<u>Personnel Category</u>	<u>Hourly Rate (\$)</u>
Intern/Trainee	\$84.36
Technical Assistant (Document Processing/Production)	\$115.80
Staff Engineer/Scientist	\$140.38
Senior Staff Engineer/Scientist	\$146.23
CAD/GIS/Computer Data Analyst	\$171.97
Project Engineer/Scientist	\$171.97
Senior Project Manager	\$190.69
Senior Project Scientist/Engineer	\$190.69
Risk Assessor	\$190.69
Associate	\$218.76
Senior Consultant	\$292.46
Principal Engineer/Scientist	\$292.46

Langan Treadwell Rollo may augment in-house personnel with subconsultants. Hourly rates for subconsultants shall not exceed those for equivalent in-house personnel. Charges for personnel engaged in litigation support shall be at the rates shown above, except that a 4-hour per day minimum shall apply to any person being deposed or assisting in any deposition, and an 8-hour per day minimum shall apply to any person appearing in court as an expert witness or consultant.

Outside Services, Materials and Equipment Charges – Charges for services, materials and equipment furnished by firms other than Contractor shall be equal to 1.15 times the amounts charged Contractor for such services, materials, and equipment. This charge includes Contractor costs of (a) insurance on subcontracts relating to this Contract, (b) administration of billing verification and approval, and (c) processing of payments in connection with such services, goods, and materials.

Equipment Rental – Charges for equipment owned by Contractor are as follows:

Automobiles, Vans, and Small Trucks* time plus time on site)	\$20.00 per hour (*travel
Nuclear Moisture-Density Gauge	\$15.00 per hour
Special Computer or Analytical Software Usage	\$30.00 per hour

Rates for other equipment, such as geotechnical field instrumentation equipment, geophysical exploration equipment, water resources and quality equipment, special exploration support vehicles and equipment, seismology equipment, and geology equipment may be obtained upon request.

Revision of Charges – The charges provided for in the foregoing provisions other than the personnel charges may be revised annually by Contractor, subject to review and approval by OCII’s Executive Director.