SAN FRANCISCO REDEVELOPMENT AGENCY

THIRD AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This THIRD AMENDMENT (“Third Amendment”) to Personal Services Contract, dated May 19, 2009, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“Agency”), and HELENE FRIED AND ASSOCIATES, a sole proprietorship, (“Contractor”) is entered into as of September 1, 2013 (“Effective Date”).

RECIDALS

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

1. On May 19, 2009, the Agency entered into a Personal Services Contract (“Original Contract”) with Helene Fried and Associates (collectively “HFA”) to work with the Agency to facilitate the selection, commissioning and installation of public art for Parcel A (“HPS Public Art”) as part of the Hunters Point Shipyard (“Shipyard”) Cultural Historic Recognition Program (“CHRP”).

2. In June 2010 and in January 2012, the Agency and HFA entered into amendments to the Contract to include (i) a contract term extensions, (ii) enhancements to the contract scope, and (iii) budget increases. The current aggregate Contract budget is not to exceed $399,500.

3. Due to additional construction delays of Parcel A parks HFA’s Contract term needs to be further extended to a date when all Public Art Pieces are installed and unveiled but in no event later than October 1, 2016.

4. This amendment does not cause any changes to the Contract budget.

5. For purposes of this Third Amendment references to the “Contract” will be deemed to reference the Original Agreement as amended.

AGREEMENT

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

1. Section 2. TIME OF COMPLETION is hereby amended and restated to read as follows:

"The contract will terminate on the date when all Public Art Pieces have been installed and unveiled but in no event later than October 1, 2016.”
2. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.

3. All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Contract.

4. This Third Amendment is binding upon and shall inure to the benefit of the successors and assigns of the Agency and Contractor, subject to the limitations set forth in the Contract.

5. This Third Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

6. Each of the modifications set forth in Section 1 of this Third Amendment shall be effective on and after the Effective Date.

7. The Contract shall continue in full force and effect, without amendment or modification except as herein expressly set forth.
IN WITNESS WHEREOF the Agency and Contractor have executed this Second Amendment as of the date first above written.

HELENE FRIED AND ASSOCIATES,  
a sole proprietorship

By:_______________________________  
   Helene Fried  
   Owner and Operator

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

By:_______________________________  
   Tiffany Bohee  
   Executive Director  
   Successor Agency to the Redevelopment Agency of the City and County of San Francisco

APPROVED AS TO FORM:

By:_______________________________  
   Charles Sullivan  
   City and County of San Francisco  
   Office of the City Attorney

Authorized by Resolution No. ____________, adopted August 6, 2013.