

**COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE**

RESOLUTION NO. 61 – 2015

*Adopted October 20, 2015*

**AUTHORIZING SECOND AMENDMENTS TO TWO PERSONAL SERVICES CONTRACTS WITH HAWK ENGINEERS, INC., A CALIFORNIA CORPORATION, TO PROVIDE INFRASTRUCTURE TECHNICAL SUPPORT SERVICES: 1) UNDER THE HUNTERS POINT SHIPYARD PHASE 1 DISPOSITION AND DEVELOPMENT AGREEMENT (“HPS PHASE 1”) IN THE ADDITIONAL AMOUNT OF \$134,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$234,000; AND 2) UNDER THE CANDLESTICK POINT AND HUNTERS POINT SHIPYARD PHASE 2 DISPOSITION AND DEVELOPMENT AGREEMENT (“HPS PHASE 2”) IN THE ADDITIONAL AMOUNT OF \$166,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$290,000; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA AND BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA**

WHEREAS, The Phase 1 Disposition and Development Agreement (“Phase 1 DDA”) between HPS Development Co. LP (“Developer” or “Lennar”) and the Office of Community Investment and Infrastructure (“OCII”), also known as the Successor Agency to the former Redevelopment Agency of the City and County of San Francisco, is an enforceable obligation that requires OCII and the Developer to comply with the Phase 1 DDA’s Design Review and Document Approval Procedure (“Phase 1 DRDAP”) for infrastructure development and the Phase 1 Interagency Cooperation Agreement (“Phase 1 ICA”). These documents require timely design review of infrastructure designs and coordinated efforts across different City departments to ensure the timely implementation of infrastructure improvements outlined in the Phase 1 DDA’s Infrastructure Plan; and to allow the development of the Hunters Point Shipyard Phase 1 Project Area (the “Phase 1 Project”) to proceed in a timely manner; and,

WHEREAS, On June 3, 2010, the San Francisco Redevelopment Commission approved the Candlestick Point-Hunters Point Shipyard Phase 2 Disposition and Development Agreement (“Phase 2 DDA”) between the former San Francisco Redevelopment Agency and CP Development Co., LP (“Developer” or “Lennar”), which establishes, among other things, the boundaries, the development phasing, and the development program for the development of the Candlestick Point-Hunters Point Shipyard Phase 2 Project (the “Phase 2 Project”); and,

WHEREAS, The Phase 2 DDA is an enforceable obligation that requires OCII and the Developer to comply with the Phase 2 Design Review and Document Approval Procedure (“Phase 2 DRDAP”) for infrastructure development and the Phase 2 Interagency Cooperation Agreement (“Phase 2 ICA”). These documents require timely design review of infrastructure designs and coordinated efforts across different City departments to ensure the timely implementation of infrastructure improvements outlined in the Phase 2 DDA’s Infrastructure Plan; and to allow the Project to proceed in a timely manner; and,

- WHEREAS, On December 14, 2012, the California State Department of Finance (“DOF”) issued a Final and Conclusive Determination under California Health and Safety Code § 34177.5 (i), that the Shipyard’s Phase 1 DDA and Phase 2 DDA are enforceable obligations that survived the dissolution of the former Redevelopment Agency. The Phase 1 Contract as amended is in furtherance of, and is necessary to complete, OCII obligations under the Phase 1 DDA, the Phase 1 DRDAP, and the Phase 1 ICA. The Phase 2 Contract as amended is in furtherance of, and is necessary to complete, OCII obligations under the Phase 2 DDA, the Phase 2 DRDAP, and the Phase 2 ICA; and,
- WHEREAS, The Phase 1 ICA and Phase 2 ICA set out a framework for cooperation between OCII, the Developer, and other City Agencies with respect to the review and approval of applications for construction of Project infrastructure. The Department of Public Works (“DPW”) is the lead department for processing of permits needed to construct the infrastructure improvements. DPW also assists Lennar and OCII in implementing the Phase 1 and Phase 2 ICAs and in obtaining other regulatory approvals and other entitling approvals and agreements. DPW has supplemented its project management staff through the consultants Hawk Engineers (“Hawk” or “Contractor”), who provide on-call infrastructure technical support (“Technical Support”) to DPW project managers (the “DPW Taskforce”); and,
- WHEREAS, Hawk has been a significant technical resource for OCII and the former San Francisco Redevelopment Agency for many projects since 2000, including but not limited to: the Mission Bay Project since 2000; the Hunters Point Phase 1 Project since 2005; and the Hunters View Project (Hope SF) since 2009. For the Hunters Point Shipyard Project, Hawk has worked on the Phase 1 and Phase 2 DDAs, ICAs, Subdivision Codes, Subdivision Regulations, Acquisition Agreements, Infrastructure Plans, Low-Pressure Water Plans, Recycled Water Plans, Street Vacations, Off-Site Improvements, Grading Plans, Sustainability Plans, Adaptive Management Plans, Transportation Plans, Open Space Plans, Alternative Materials Plans, Schedules and Estimates, the Alice Griffith Infrastructure Study, Property Ownership Study, Streetscape Plans and the Public Utilities Commission Design Criteria; and,
- WHEREAS, Under the auspices of the DPW Taskforce, Lennar had contracted with Hawk for Technical Support since 2005. However, in June 2013, Lennar elected not to renew its Contract with Hawk; and,
- WHEREAS, OCII and DPW entered into short term contracts with Hawk while OCII conducted a competitive bidding process, which will result in a long-term technical support contract, to commence on January 1, 2016 (the “Long-Term Contract”). The competitive bidding process has taken longer than expected, but it will soon be complete. OCII staff anticipates bringing the Long-Term Contract to the Commission in the near future; and,
- WHEREAS, OCII entered into a Personal Services Contract with Hawk on January 1, 2014 to provide infrastructure technical support for the Phase 1 Project in an amount not to exceed \$50,000 (the “Phase 1 Contract”). OCII then entered into a First Amendment to the Personal Services Contract with Hawk on September 12, 2014 to continue work in an amount not to exceed an additional \$50,000 (the “First Amendment to the

Phase 1 Contract”). The Contractor has completed the current Scope of Work satisfactorily, and has expended the total amount of the existing Phase 1 Contract of \$100,000; and,

WHEREAS, OCII entered into a Personal Services Contract with Hawk on January 1, 2014 to provide infrastructure technical support for the Phase 2 Project in an amount not to exceed \$50,000 (the “Phase 2 Contract”). OCII then entered into a First Amendment to the Phase 2 Contract with Hawk on September 12, 2014 to continue work in an amount not to exceed an additional \$74,000 (the “First Amendment to the Phase 2 Contract”). The Contractor has completed the current Scope of Work satisfactorily, and has expended the total amount of the existing Phase 2 Contract of \$124,000; and,

WHEREAS, The Commission previously authorized the Executive Director to extend the term for the Phase 1 Contract and Phase 2 Contract (together, “Contracts”) to December 31, 2015, and the Second Amendments for the Contracts will extend the term for the Contracts through to December 31, 2015; and,

WHEREAS, The term may be extended an additional 90 days at the discretion of the Executive Director; and,

WHEREAS, OCII and the Contractor desire to enter into this Second Amendment to the Phase 1 Contract to increase the amount of contract by \$134,000 for a total aggregate amount not to exceed \$234,000 for the Phase 1 Project; and,

WHEREAS, OCII and the Contractor desire to enter into this Second Amendment to the Phase 2 Contract to increase the amount of contract by \$166,000 for a total aggregate amount not to exceed \$290,000 for the Phase 2 Project; and,

WHEREAS, Expenses for the Phase 1 Contract are reimbursable under the Phase 1 DDA, and for the Phase 2 Contract are reimbursable under the Phase 2 DDA. Authority for these expenditures is shown on lines 381 and 398 of the approved Recognized Obligation Payment Schedules (“ROPS”) 2015-16A and 2015-16B, which have been approved by the Oversight Board and DOF, and will be included on each successive ROPS until expiration or termination of the Phase 1 and Phase 2 Contracts; and,

WHEREAS, The Second Amendment to the Phase 1 Contract is an administrative activity that is not a “Project”, as defined by the California Environmental Quality Act (“CEQA”) Guidelines Section 15378(b)(5). The Second Amendment to the Phase 1 Contract will not independently result in a physical change in the environment and is not subject to environmental review under CEQA. Authorization of this Second Amendment to the Phase 1 Contract does not have the potential to independently cause a significant effect on the environment and therefore it is exempt from CEQA under CEQA Guidelines Section 15061(b)(3); and,


WHEREAS, The Second Amendment to the Phase 2 Contract is an administrative activity that is not a “Project”, as defined by the California Environmental Quality Act (“CEQA”) Guidelines Section 15378(b)(5). The Second Amendment to the Phase 2 Contract will not independently result in a physical change in the environment and is not

subject to environmental review under CEQA. Authorization of this Phase 2 Second Amendment does not have the potential to independently cause a significant effect on the environment and therefore it is exempt from CEQA under CEQA Guidelines Section 15061 (b)(3); and now, therefore be it

RESOLVED, That the Commission authorizes the Executive Director to execute the Second Amendment to the Phase 1 Contract and the Second Amendment to the Phase 2 Contract with Hawk Engineers Inc., to provide infrastructure technical support services for implementation of the Phase 1 DDA and the Phase 2 DDA, substantially in the form of the Contracts lodged with the Secretary of the Commission; and, be it further

RESOLVED, That the Commission authorizes the Executive Director to take such actions as may be necessary or appropriate, 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 October 20, 2015.



Commission Secretary