

**COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE**

**RESOLUTION NO. 79 – 2015**

*Adopted December 15, 2015*

**AUTHORIZING A PERSONAL SERVICES CONTRACT WITH HAWK ENGINEERS INC., A CALIFORNIA CORPORATION, TO PROVIDE INFRASTRUCTURE TECHNICAL SUPPORT SERVICES FOR THE HUNTERS POINT SHIPYARD PHASES 1 DISPOSITION AND DEVELOPMENT AGREEMENT AND THE CANDLESTICK POINT AND HUNTERS POINT SHIPYARD PHASE 2 DISPOSITION AND DEVELOPMENT AGREEMENT FOR AN INITIAL TERM OF ONE-YEAR, WITH TWO ONE-YEAR OPTIONS TO EXTEND THE CONTRACT, FOR A TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED \$1,525,000; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA AND BAYVIEW HUNTERS POINT 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 Project 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 Project 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; and,

WHEREAS, The Phase 1 and Phase 2 ICAs permit DPW to supplement its project management staff through the consultants, who provide on-call infrastructure technical support ("Technical Support") to DPW project managers (the "DPW Taskforce"); and,

WHEREAS, To provide Technical Support, OCII solicited proposals from firms for the Infrastructure Engineering Support Services Request for Proposals ("RFP"), pursuant to OCII's Purchasing Policy in October 2014. OCII received two proposals in response to the RFP and after receiving clarifying information from both firms, conducted an evaluation of the proposals by an evaluation panel consisting of a Hunters Point Shipyard Citizen's Advisory Committee member and DPW, SFPUC, OCII and Developer staff. During the evaluation process, there were questions regarding the responsiveness of the two proposals. The result of the evaluation process was inconclusive and the evaluation panel made no recommendation to OCII; and,

WHEREAS, On July 8, 2015, OCII reissued the RFP for Technical Support with a term of one-year, with an option for two additional one-year term extensions. OCII received three proposals in response to the Infrastructure Engineering Support Services Request for Proposals RFP from AGS, Inc., Freyer & Laureta, Inc., and Hawk Engineers, Inc. ("Hawk Engineers"). An evaluation panel conducted an assessment of the three proposals and unanimously ranked the Hawk Engineer's proposal as the highest amongst the three and furthermore, recommended negotiating a new contract with Hawk Engineers for infrastructure technical support services; and,

WHEREAS, Staff negotiated the scope of services and budget for the initial one-year term and optional extension years for the Personal Services Contract ("Contract") with Hawk Engineers. The proposed Contract provides for coordinating and processing of infrastructure permit applications, support for design and coordination of improvements, and assisting with the preparation of subdivision maps. The Contract sets the initial one-year contract amount at \$450,000, with the next two calendar years at \$475,000 and \$500,000, respectively. In the event the Developer accelerates the work, an OCII contingency is programmed at this time of \$100,000 to be used to handle any additional services. The maximum aggregate contract amount, including the two one-year extensions and the OCII contingency is \$1,525,000; and,

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

WHEREAS, The San Francisco Redevelopment Agency (“SFRA”) Commission and the San Francisco Planning Commission certified the Final Environmental Impact Report for the Hunters Point Shipyard Redevelopment Plan in 2000 (“Shipyard Plan EIR”). The SFRA Commission adopted California Environmental Quality Act (“CEQA”) findings, including a mitigation monitoring and reporting program and a statement of overriding considerations, in support of its approval of the Shipyard Plan, by Resolution No. 11-2000; subsequently the SFRA Commission issued two addenda to the Shipyard Plan EIR to support approval of the Shipyard Phase 1 Development in 2003, and revisions to the Shipyard Phase 1 Design for Development (“D for D”) in 2005 by Resolution 7-2005 and further Amended on June 3, 2010 by Resolution No. 62-2010 and on July 2, 2013 by Resolution No. 33-2013, in each case adopting CEQA findings that no supplemental environmental review was required beyond the Shipyard Plan EIR and the addenda to support these approval actions; and,

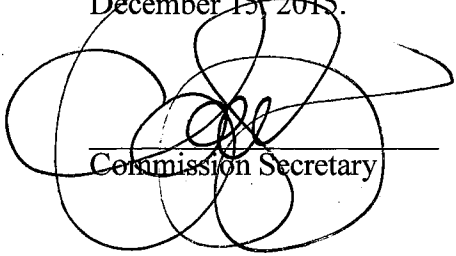
WHEREAS, In 2010, the SFRA Commission and the Planning Commission certified the Final EIR for the Candlestick Point-Hunters Point Shipyard Phase 2 Development Project (“Phase 2 EIR”) and by Resolution No. 58-2010, the SFRA Commission in support of its approval of the Phase 2 Development Project adopted CEQA findings, including a mitigation monitoring and reporting program and a statement of overriding considerations. The Phase 2 EIR updated the transportation analysis and transportation plan, including the transportation system management plan for the Shipyard Phase 1 development. Subsequently a First Addendum and a Second Addendum to the Phase 2 EIR were issued in December 2013 and May 2014 respectively, to address project changes. (The Phase 1 EIR and addenda and the Phase 2 EIR and addenda are referred to as the “EIR Documents.”); and,

WHEREAS, OCII staff has reviewed the Contract with Hawk Engineers, which provides for coordinating and processing of infrastructure permit applications, support for design and construction of improvements, and assisting with the preparation of subdivision maps, and finds it to be within the scope of the Shipyard Phase 1 Development and Phase 2 Development projects analyzed in the EIR Documents and that no additional environmental review is needed. The EIR Documents, including the CEQA findings adopted by the SFRA Commission by Resolutions No. 11-2000 and 58-2010 are on file with the Secretary of the Commission for its review and consideration, and, now, therefore be it

RESOLVED, That the Commission authorizes the Executive Director to execute the Contract with Hawk Engineers Inc., to provide infrastructure technical support services for implementation of the Phase 1 DDA and the Phase 2 DDA, for an initial one-year contract term amount, with two one-year options, at the discretion of the Executive Director, for a total aggregate amount not to exceed \$1,525,000, substantially in the form of the Contract attached to the Commission memorandum accompanying this resolution; 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 December 15, 2015.



Commission Secretary