

**COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE**

**RESOLUTION NO. 37-2021**

*Adopted November 2, 2021*

**AUTHORIZING A FIRST AMENDMENT TO PERSONAL SERVICES CONTRACT WITH HOLLINS CONSULTING, INC, A CALIFORNIA CORPORATION, TO EXTEND THE CONTRACT TERMINATION DATE FROM DECEMBER 31, 2021 TO THE EARLIER OF DECEMBER 31, 2024 OR EXPENDITURE OF THE CONTRACT AMOUNT, FOR THE PROVISION OF INFRASTRUCTURE COORDINATION SERVICES IN CONNECTION WITH THE IMPLEMENTATION OF THE DISPOSITION AND DEVELOPMENT AGREEMENTS FOR HUNTERS POINT SHIPYARD PHASE I AND CANDLESTICK POINT/ HUNTERS POINT SHIPYARD PHASE II ; HUNTERS POINT SHIPYARD AND BAYVIEW HUNTERS POINT PROJECT AREAS**

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

WHEREAS, To facilitate redevelopment of the Project Areas, the Former Agency and HPS Development Co., LP (“Phase 1 Developer”) entered into the Disposition and Development Agreement for Hunters Point Shipyard Phase 1, dated December 2, 2003 (and as currently amended, the “HPS1 DDA”) as authorized by Former Agency Commission Resolution No. 179-2003; and the Former Agency and CP Development Co., LP entered into the Candlestick Point and Phase 2 of the Hunters Point Shipyard Disposition and Development Agreement dated June 3, 2010 (as currently amended, the “CP/HPS2 DDA”) as authorized by Former Agency Commission Resolution No. 69-2010; and,

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

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

WHEREAS, On December 18, 2018, by Resolution 44-2018, the Commission authorized the Executive Director to enter into a personal services contract ("Contract") with Hollins Consulting Inc. ("Contractor") to provide civil engineering and infrastructure coordination and support services to assist OCII in its infrastructure oversight role; and,

WHEREAS, The Initial Term of the Contract was for one year, with two one-year Extensions, terminating December 31, 2021 at 11:59 PM, as so extended (the Initial Term and Extensions are, collectively, the "Term"); and,

WHEREAS, OCII continues to require the services provided under the Contract to fulfill OCII's role in implementing the HPS1 DDA and CP/HPS2 DDA. The Contractor has demonstrated by their previous infrastructure coordination services under the Contract that they are highly capable of continuing the services required by OCII and Contractor's familiarity and previous experience with the complicated nature of work under the HPS1 DDA and CP/HPS2 DDA would be difficult to replace without significant time and cost investment should a new firm be brought on to perform the Contract scope of work, and,

WHEREAS, Approximately \$1,120,391.43 remains of the initial \$1,700,000 Contract Amount approved by the Commission in 2018;

WHEREAS, Staff recommend that the Contract be amended to extend the Term to provide for termination on the earlier of (a) December 31, 2024 at 11:59 PM, an additional three years of Contract service; or (b) the expenditure of the remaining Contract Amount; now therefore be it

RESOLVED, That the Commission authorizes the Executive Director to enter into an amendment of the Contract substantially in the form attached hereto as Exhibit A, that to extend the Term of the Contract to provide for termination of the Contract upon the earlier of (a) December 31, 2024 at 11:59 PM, or (b) the expenditure of the remaining Contract Amount, with all other terms and provisions of the Contract remaining effective.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of November 2, 2021.

  
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Commission Secretary

Exhibit A: First Amendment to the Hollins PSC

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND  
COUNTY OF SAN FRANCISCO

FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH HOLLINS  
CONSULTING, INC.

This FIRST AMENDMENT (“**First Amendment**”) is entered into as of [XXXX] (the “**Effective Date**”) by and between the Office of Community Investment and Infrastructure, Successor Agency to the Redevelopment Agency of the City and County of San Francisco a public body organized and existing under the laws of the State of California, and Hollins Consulting, Inc, a California corporation.

**RECITALS**

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

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

Exhibit A

- F. The Contract Amount remains \$1,700,000, with the unexpended amount being approximately \$1,120,391.43 as of the Effective Date ("**Remaining Contract Amount**").
- G. Thus, OCII and the Contractor now propose this First Amendment, which amends the Term to provide for termination on the earlier of (a) December 31, 2024 at 11:59 PM, an additional three years of Contract service; or (b) the expenditure of the Remaining Contract Amount.

**AGREEMENT**

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

A. The Contract shall be amended as follows:

- a. Section 2. Time of Completion is deleted in its entirety and replaced with the following:

Section 2. Time of Completion. The term of this Contract ("**Term**") shall begin on January 1, 2019 and, unless earlier terminated under the provisions herein, shall terminate on the earlier of (a) December 31, 2024 at 11:59 PM or (b) expenditure of the Contract Amount.

- b. Section 3 a: Compensation: This section shall be deleted in its entirety and replaced with the following:

Section 3 a. Compensation: The maximum amount payable under this Contract shall not exceed One Million Seven Hundred Thousand Dollars (\$1,700,000.00) ("**Contract Amount**") and will be as specified in the amounts payable pursuant to **Attachment B**, "Budget" which may be adjusted at the OCII Executive Director's discretion, but in any event shall not exceed the Contract Amount without amendment of this Contract. Payment will be made on a time and material basis. Contractor shall not be entitled to reimbursement of expenses separate from this Contract. Contractor shall submit at least quarterly billing invoices to OCII. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor's signature. OCII staff will review and approve these invoices for payment.

- c. Budget. Attachment B to the Contract shall be deleted in its entirety and replaced with the following:

Attachment B

Budget

<b>Year</b>	<b>Amount</b>	<b>Activity</b>
2022- 2024	\$1,120,391.43 <sup>1</sup>	Time and Materials

d. Miscellaneous

- i. This First Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Contract as amended by this First Amendment.
- ii. Except as otherwise amended hereby, all terms, covenants, conditions, and provisions of the Contract shall remain in full force and effect.
- iii. This First Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII, subject to the limitations set forth in the Contract.
- iv. This First Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original First Amendment.

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<sup>1</sup> This estimated balance of the Contract Amount as of 10/12/2021 will be replaced with the exact amount available as of the Effective Date.

Exhibit A

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

**Hollins Consulting, Inc.,**  
a California corporation

By: \_\_\_\_\_  
Guy Hollins  
President

**Successor Agency to the Redevelopment  
Agency of the City and County  
of San Francisco**, a public body organized  
and existing under the laws of the State of California

By: \_\_\_\_\_  
Sally Oerth  
Interim Executive Director

APPROVED AS TO FORM:  
James B. Morales, General Counsel

By: \_\_\_\_\_  
Aaron Foxworthy  
Deputy General Counsel

Authorized by Resolution No. \_\_\_\_\_, adopted

November 2, 2021.