

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER SFBC-R-18-05
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

San Francisco Bay Conservation and Development Commission

CONTRACTOR'S NAME

Port of San Francisco

2. The term of this Agreement is: July 1, 2018 through December 31, 2019
 Or upon full execution of contract

3. The maximum amount of this Agreement is: \$ 150,000.00
 One Hundred Fifty Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions _____ page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Port of San Francisco	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/27/18
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Oshima, Deputy Director of Planning and Environment	
ADDRESS Pier 1, The Embarcadero San Francisco, CA. 94111	
STATE OF CALIFORNIA	
AGENCY NAME San Francisco Bay Conservation and Development Commission	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Lawrence J. Goldzband, Executive Director	
ADDRESS 455 Golden Gate Avenue, Suite 10600, San Francisco, CA 94102-7019	

California Department of General Services Use Only
<input type="checkbox"/> Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The San Francisco Bay Conservation and Development Commission ("Commission") agrees to provide to the Port of San Francisco ("Port") as described herein:

The Commission will provide staff time to work with Port staff to develop an amendment to the San Francisco Waterfront Special Area Plan ("SAP"), a part of the San Francisco Bay Plan, to bring it up to date with current conditions, and to work towards consistency between the SAP and the Port's update of its Waterfront Land Use Plan (the "San Francisco Waterfront Work").

2. The services shall be performed at the Commission's office located at 455 Golden Gate, Suite 10600, San Francisco, California.
3. The services shall be provided Monday through Friday during regular business hours except state observed holidays.
4. The project representatives during the term of this Agreement will be:

State Agency: San Francisco Bay Conservation and Development Commission	Contractor: Port of San Francisco
Name: Jessica Fain	Name: Diane Oshima
Address: 455 Golden Gate, Suite 10600 San Francisco, CA 94111	Address: Pier 1, The Embarcadero San Francisco, CA 94111
Phone: 415-352-3600	Phone: 415-274-0400
Fax: 415-352-3606	Fax: 415-732-0400

5. **Description of Represented Tasks and Deliverables.**

WHEREAS, on August 11, 2017, the Port submitted a *San Francisco Waterfront Special Area Plan* (SFWSAP) amendment application requesting that the Commission initiate an amendment to the SAP; and

WHEREAS, the Executive Director of the Commission could not accept the Port's proposed amendment to the SFWSAP for processing because the amendment submittal lacks one of the necessary elements of an acceptable amendment application set forth in Appendix G of the Commission's regulations, namely, "the specific language change proposed to the text of the [SFWSAP]." (14 CCR § 11000 and App. G, "Specific Information," § 3).

WHEREAS, the Commission has not scheduled the work on the San Francisco waterfront, described in Section 1 above, as part of its 2018-2019 fiscal year work programs, nor is the requested work included in the Commission's adopted Strategic Plan or its work program; and

WHEREAS, the Commission and the Port agree that it is not feasible at this time to develop an estimate of the full cost of the work required of the Commission to process and act upon an amendment to the SAP until the staff of the Commission and the Port can work through issues and craft proposed amendment language; and

WHEREAS, the duration of time required for performing the work under the contract is anticipated to be July 1, 2018 to December 31, 2019; and

**EXHIBIT A
(Standard Agreement)**

WHEREAS, the Port has agreed to provide the Commission with up to **\$150,000.00 (one hundred and fifty thousand dollars)** to reimburse expenses for Commission staff assistance; and

WHEREAS, the Commission and the Port now want to enter into an Agreement to provide the Commission with funding for staff time including overhead to work with the Port to determine "the specific language" for potential SAP amendments; and

WHEREAS, the person authorized by the Port to execute this Agreement on behalf of the Port is Diane Oshima, Deputy Director of Planning and Environment.

NOW, THEREFORE, the Commission and the Port agree as follows:

The Port shall reimburse the Commission for staff time and overhead costs (up to \$150,000) to work with the Port to assess pertinent issues and develop amendment language for the San Francisco Waterfront Special Area Plan, including the direct costs of all Commission staff time and overhead at the rates set forth in Attachment 1 to Exhibit B attached hereto, and any consultant costs to develop an amendment to the San Francisco Waterfront Special Area Plan; provided, however, before engaging the services of any person who is not Commission staff related to the San Francisco Waterfront work, the Port must first approve in writing the scope and budget of such person's services. The Commission and the Port agree that it is not feasible at this time to determine an accurate estimate of Commission's full costs of providing the above-described services under this contract; however, Commission staff and Port staff do not currently expect the Commission's full costs to exceed \$150,000. In the event that the Commission's full costs of providing services under this contract exceed \$150,000, the Commission and the Port shall enter into negotiations to amend this Agreement to reflect the additional estimated Commission costs in excess of \$150,000 before the end of the term of this Agreement as specified below or the Port shall withdraw the application.

The term of this Agreement shall commence on July 1, 2018 and expire on the earlier to occur of either December 31, 2019 or upon the complete expenditure of the funding provided hereby, unless otherwise amended as specified in Special Terms and Condition, Paragraph 2 (Amendment), below, or the application is withdrawn by the Port.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The Commission shall bill and provide the Port with a statement of costs for work completed on the planning processes on a monthly basis beginning thirty (30) days after the Commission commences the provision of services under this contract and every month thereafter. The bill will include a detailed description of the the work performed and number of hours spent on the San Francisco Waterfront Work during the prior month, including the hourly rate and overhead for each Commission staff. The Port shall pay the bills received from the Commission within thirty (30) days of receipt of bill. If full payment is not received within thirty (30) days of its receipt, the Commission and the Commission staff may discontinue work on the application until such complete payment is made.

Once the Commission and the Port complete work on proposed amendment language, the Commission staff will determine the cost of processing the amendment as provided for in Section 11008(c) of the Commission's regulations. If 120% of the estimated amendment cost is less than unexpended funds under this contract, then the Commission will use the funds to process and act upon the Port's SFWSAP amendment application in the manner provided in Sections 11000 – 11008 of the Commission's regulations. Use of the \$5,000 deposit received by the Commission on August 11, 2017 from the Port shall be governed by Section 11008(g) of the Commission's regulations.

- B. If the Commission's full costs of processing and acting on the application, including the direct costs of all Commission staff time, overhead costs, and any Port approved consultant costs required by the SAP amendment (BPA 3-17) is greater than the unexpended funds under this contract, the Agreement required by Section 11008(b) of the Commission's regulations shall reflect the additional estimated Commission costs in excess of \$150,000. If the Commission and the Port fail to enter into such an Agreement, the Port may withdraw its application or if the Port has not withdrawn its application within 60 days following its submittal of its application, and the parties are not negotiating the terms of the Agreement, the Commission may conclude that the Port has abandoned the application. If the Commission reasonably determines that the Port has abandoned the application, the Port will pursuant to Section 11008(h) of the Commission's regulations remain responsible for paying the Commission's full costs, including overhead, of processing and acting on the application that the Commission incurred prior to the abandonment.

- D. The Commission shall submit invoices in duplicate no more than once per month to:

Port of San Francisco
Attn: Diane Oshima
Pier 1, The Embarcadero
San Francisco, CA 94111

**EXHIBIT B
(Standard Agreement)**

**ATTACHMENT 1
ESTIMATE OF COSTS AND HOURLY RATE AND OVERHEAD OF COMMISSION STAFF**

BUDGET BREAKDOWN

Staff Time (includes fringe benefits)	\$89,632
Indirect Cost Rate @ 67.35% (Overhead)	\$60,368
<u>Total estimated costs</u>	<u>\$150,000</u>

Commission Staff and their estimated hourly rates

Name	Estimated Hourly Rate*
Bennett, Clesi	\$50
Fain, Jessica	\$93
Fiala, Shannon	\$72
Gaffney, Andrea	\$76
Goldbeck, Steve	\$105
Lavine, Ethan	\$68

**The Commission will bill actual staff/fringe costs incurred as captured on FI\$Cal, the State's automated accounting system. Staff hourly rates will vary due to the monthly leave.*

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

In the event of a dispute, the Port shall file a "Notice of Dispute" with San Francisco Bay Conservation and Development Commission, Executive Director or his designee within thirty (30) days of Port's discovery of the problem. Within thirty (30) days after receipt of the "Notice of Dispute", the Executive Director or his designee shall meet with the Port and Project Manager for purposes of resolving the dispute and make a determination within such ten (30) day period. The Port of San Francisco may appeal the Executive Director's determination to the Chair and thereafter, to the Commission. The Commission shall be the final arbiter of the dispute.

In the event of a dispute regarding the amount of funds stated as due in a bill from the Commission pursuant to Exhibit B of this Agreement, the Port agrees to submit in their "Notice of Dispute" a statement of precisely what the Port believes is incorrect about the bill, 2) what the Port believes the correct bill should be, and any and all documentation supporting the Port's contention.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

2. Amendment

This Agreement may be amended by a written instrument executed by authorized representatives of the Port and the Commission to extend the term of the Agreement, provide for additional estimated Commission costs in excess of \$150,000, or to modify the Scope of Work or any other provision of the Agreement as the parties mutually agree.

3. Resolution

By signing on the cover of this Agreement, BCDC certifies that at the San Francisco Bay Conservation and Development Commission (Commission) meeting of September 20, 2018 the Commission authorized the execution of this Agreement.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

SFBC-R-18-05

AMENDMENT NUMBER

3

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

San Francisco Bay Conservation and Development Commission

CONTRACTOR NAME

Port of San Francisco

2. The term of this Agreement is:

START DATE

July 1, 2018

THROUGH END DATE

December 31, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$150,000.00 (One Hundred Fifty Thousand Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to extend term to December 31, 2022 and update Commission staff hourly rates. The attached Exhibit B, Attachment 1 replaces the original Exhibit B, Attachment 1 in its entirety.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Port of San Francisco

CONTRACTOR BUSINESS ADDRESS

Pier 1, The Embarcadero

CITY

San Francisco

STATE

CA

ZIP

94111

PRINTED NAME OF PERSON SIGNING

Diane Oshima

TITLE

Deputy Director of Planning and Environment

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

DocuSigned by:

Diane Oshima

5/28/2021 | 4:58:24 PM PDT

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

San Francisco Bay Conservation and Development Commission

CONTRACTING AGENCY ADDRESS

375 Beale Street, Suite 510

CITY

San Francisco

STATE

CA

ZIP

94105

PRINTED NAME OF PERSON SIGNING

Lawrence J. Goldzband

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

DocuSigned by:

Larry Goldzband

5/28/2021 | 5:05:50 PM PDT

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**EXHIBIT B
 (Standard Agreement)**

**ATTACHMENT 1
 ESTIMATE OF COSTS AND HOURLY RATE AND OVERHEAD OF COMMISSION STAFF**

BUDGET BREAKDOWN

Staff Time (includes fringe benefits)	\$89,632
Indirect Cost Rate @ 67.35% (Overhead)	\$60,368
Total estimated costs	\$150,000

Commission Staff **positions** and their estimated hourly rates

Name Title	Estimated Hourly Rate*
Bennett, Clesia Waterfront Planner (or equivalent)	\$50 \$63
Fain, Jessica Planning Program Director	\$93 \$103
Fiala, Shannon Planning Program Manager	\$72 \$81
Gaffney, Andrea Senior Bay Development Design Analyst	\$76 \$92
Goldbeck, Steve	\$105
Lavine, Ethan Chief of Permits	\$68 \$81
GIS Specialist	\$75
Environmental Scientist	\$68

**The Commission will bill actual staff/fringe costs incurred as captured on FISCAL, the State's automated accounting system. Staff hourly rates can fluctuate each month based on the number of working hours.*