



Meeting Date: October 6, 2023

To: Public Works Commission

Through: Carla Short, Interim Public Works Director

From: Rafael Gutierrez, Public Works Project Manager

Subject: Hunters Point Building 101 Renovation Project Contract No. 11000015270 - Approval of Increase to Construction Duration Contingency.

Director's Recommendation: The Director recommends that the Commission approve a resolution authorizing an increase of 165 consecutive calendar days to Contract ID No. 1000015270, for the Hunters Point Building 101 Renovation Project contract duration contingency for the construction contract with Arana Group, Inc. for the financial closeout phase of the project.

Contract Background: Built in 1947, Building 101 is a two-story office building located at the former Hunters Point Naval Shipyard ("Shipyard"). For decades, the building has been used as studios for local artists, an activity which local, state and federal stakeholders have collectively agreed to preserve and incorporate into the future of the Shipyard project.

OCII acquired Building 101 in August 2009. OCII has prepared, and the State of California Department of Finance has approved, a Long-Range Property Management Plan, under which Building 101 is planned for transfer to the City and County of San Francisco ("City") after completion of the surrounding infrastructure.

The former San Francisco Redevelopment Agency ("SFRA") received, and OCII in its role as the Successor Agency to the San Francisco Redevelopment Agency now administers, grant funding (the "Grants") from the U.S. Department of Commerce's Economic Development Administration ("EDA"). The objective of the Grants is to support economic development through planning, design and construction activities at the Shipyard.

Public Works and OCII entered into the Memorandum of Understanding for the Second Phase of the Hunters Point Shipyard Project on February 19, 2019 ("MOU"), with the purpose of engaging Public Works to provide design, bidding, construction management and final completion services for improvements to Building 101 within the Hunters Point Shipyard Redevelopment Project Area.

The total project budget is \$5,581,677. Of this budget, \$4,330,478 is allocated for construction; \$1,152,999 is allocated for project delivery, including design, bidding, and construction management.

The Improvements to Building 101 include the following:

- a. Modification of existing auditorium area into a shared art gallery.
- b. Code-required path of travel upgrades triggered by art gallery construction.
- c. Renovation of one set of existing restrooms, to be determined by OCII, for ADA compliance and to provide one (1) accessible all-gender facility.
- d. Installation of new egress stairways for emergency egress.
- e. Replace existing sliding fire separation doors with accessible swinging fire separation doors.
- f. Fire service or fire sprinkler riser work as budget allows.

The City selected the Design/Bid/Build project delivery method to deliver this project. Through a competitive Bidding solicitation, the general contractor Arana Group, Inc. together with group of core trade subcontractors (subcontractors for steel, concrete, electrical and HVAC), was awarded the project October 9, 2020. Notice to Proceed (“NTP”) was issued on February 1, 2021 with a contract duration of 276 consecutive calendar days to Substantial Completion. The project achieved Substantial Completion on June 24, 2022, and Final Completion May 15, 2023.

Reason for Modification: The Building 101 Improvements are now complete, and we are in the administrative financial closeout phase of the project. Due to a contract claim received by Public Works from the contractor Arana Group, Inc. in mid-December 2022, and subsequent claim processing, the financial and contract closeout was not reached until May 15, 2023. This resulted in a 135 consecutive calendar day increase to the contract duration to Final Completion. Previous approval by the Public Works Commission per Resolution No. 2022-0033, the construction duration was authorized to 699 days (110% duration extension). The project has now been completed, and final payment has been issued to the contractor. The final completion letter was dated May 15, 2023, which exceeds the authorized contract duration.

Contract Details:

Contract Title:	PW OCII Bldg 101 Hunters Pt
Contract Original Award Amount:	\$3,249,256.31
Contract Original Duration:	333
Contractor Name:	Arana Group, Inc.

Summary of Contract Value:

Contract Cost Amount	Amounts
Original Contract Amount:	\$3,249,256.31
Original 10% Contingency Amount:	\$324,925.63
Previously Approved Contingency Reserve:	\$649,851.26
Additional Contingency Reserve Requested:	\$0

Authorized Contract Cost Limit:	\$4,224,033.20
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Contract Duration	Days
Original Contract Duration:	333
Original 10% Contingency Duration:	33
Previously Approved Contingency Reserve:	333
Additional Contingency Reserve Requested:	165
Authorized Contract Duration Limit:	864

Contract Funding Sources:	U.S. Department of Commerce’s Economic Development Administration (EDA) grant and 10% local match.
Environmental Review:	The design and construction activities are categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Title 14 of the California Code of Regulations Section 15301, because they consist of repair, maintenance, and minor alteration of an existing structure, and will not directly cause any change in the physical environment. (See Attachment B.)
Related Approval Actions:	<p>September 21, 2006, EDA Grant Award date - On behalf of the Office of Economic Adjustment (“OEA”) within the U.S. Department of Defense, the EDA awarded the Grants to the Redevelopment Agency of the City and County of San Francisco (“SFRA”) which was authorized under the California Community Redevelopment Law (Cal. Health and Safety Code §§ 33000 et seq.). The Grants were two financial assistance awards under EDA’s Economic Adjustment Assistance Program authorized under Section 209 of the Public Works and Economic Development Assistance Act of 1965 (PWEDA) (42 U.S.C. § 3149). The EDA Awards supported the redevelopment of the Shipyard located along the southeastern waterfront of San Francisco.</p> <p>February 19, 2019, OCII Commission Adopted Resolution No. 02-2019 Authorizing a Memorandum of understanding with the City and County of San Francisco, acting through its Department of Public Works, in an amount not to exceed \$5,581,677 including project construction, and for a term of four years, for design, bidding and construction management services, for the Building 101 Improvements Project; Hunters Point Shipyard Project Area. (See Attachment B.)</p> <p>December 29, 2021, EDA Grant Time Extension Amendment 07-49-05947 extending the Grant close-out to January 28, 2023. (See Attachment C.)</p> <p>June 27, 2022, 1000015270 - Mayor Designee Change Order Request for Increase Amount Executed. (See Attachment D.)</p>

	<p>October 31, 2022, Second Amendment to the Memorandum of Understanding (MOU) between the Department of Public Works and the Office of Community Investment and Infrastructure for the Second Phase of the Hunters Point Shipyard Building 101 Project; extends the term of the Amended MOU to November 1, 2023. (See Attachment E.)</p> <p>December 16, 2022, PWC Resolution 2022-0033 Contract Modification Hunters Point Building 101 2022-12-16, Public Works Commission Resolution authorizing a contract modification to increase contract cost and contract duration. (See Attachment F.)</p>
Additional Information:	N/A
Attachments:	<p>Attachment A: Resolution</p> <p>Attachment B: RESO 02-2019_Building 101 DPW second MOU Adopted</p> <p>Attachment C: 07-49-05947, Amend 9 - Cover Letter</p> <p>Attachment D: 1000015270 - Mayor Designee Change Order Request for Increase Duration Executed 3.28.2022</p> <p>Attachment E: Public Works and OCII Second Phase MOU Second Amendment, MOU term and budget increase.</p> <p>Attachment F: PWC Resolution 2022-0033 Contract Modification Hunters Point Building 101 2022-12-16</p>

**PUBLIC WORKS COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. _____

WHEREAS, Building 101 (“Property”) is located within Redevelopment Plan for the Hunters Point Shipyard Redevelopment Project Area. As Redevelopment Plan Areas are established under California Community Redevelopment Law, development is controlled by the respective Redevelopment Plan, rather than the Planning Code. The Office of Community Investment and Infrastructure, the successor agency to the San Francisco Redevelopment Agency, has land use control and is lead agency responsible for compliance with the California Environmental Quality Act for the Hunters Point Shipyard Redevelopment Project Area; and

WHEREAS, Per OCII Resolution RESO 02-2019 Adopted February 19, 2019 (“RESO 02-2019”), on file with the Commission and incorporated by reference herein, the design and construction activities performed under Contract ID No. 1000015270, for the Hunters Point Building 101 Renovation Project are categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Title 14 of the California Code of Regulations Section 15301, because they consist of repair, maintenance, and minor alteration of an existing structure, and will not directly cause any change in the physical environment; and

WHEREAS, On October 9, 2020, San Francisco Public Works awarded the contract for construction services for the Project to Arana Group Inc. and issued the Notice to Proceed for construction for the Project on February 1, 2021; and

WHEREAS, The original contract amount was \$3,249,256.31 and the original contract duration for the Project was 333 consecutive calendar days; and

WHEREAS, On December 29, 2021, the U.S. Department of Commerce’s Economic Development Administration (EDA) approved Time Extension Amendment No. 9, 07-49-05947, Amend 9 - Cover Letter to extend the project close-out schedule to January 28, 2023; and

WHEREAS, The Amendment No. 9, 07-49-05947, Cover Letter has been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, On June 27, 2022, the San Francisco Office of Contract Administration approved an extension to the contract duration of 105 consecutive calendar days (30% of original contract amount) per 1000015270 - Mayor Designee Change Order Request for Increase Duration Executed 3.28.2022 (“MDCORI”); and

WHEREAS, The Mayor Designee Change Order Request for Increase Duration Executed 3.28.2022 has been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, On October 31, 2022, OCII MOU Second Amendment approved an Amendment to extend the project termination date to November 1, 2023, per Building 101 MOU Second Amendment Final_2023-0105; and

WHEREAS, The OCII MOU Second Amendment Final_2023-0105 has been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, On December 16, 2022, the San Francisco Public Works Commission approved an extension to the contract duration of 233 consecutive calendar days (70% of original contract amount) per Public Works Commission Resolution 2022-0033 Contract Modification Hunters Point Building 101 2022-12-16; and

WHEREAS, Public Works Commission Resolution 2022-0033, Contract Modification Hunters Point Building 101, approved December 16, 2022, has been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, Due to a contract claim received by Public Works from the contractor Arana Group, Inc. in mid-December 2022, and subsequent claim processing, the financial and contract closeout was not reached until May 15, 2023. This resulted in a 135 consecutive calendar day increase to the contract duration to Final Completion. Therefore, an increase of 165 consecutive calendar days to the contract duration is requested to enable the Project to complete the administrative financial closeout of the contract. The previously approved Public Works Commission Resolution No. 2022-0033 extension to the contract duration of 233 consecutive days extended the contract to December 31, 2022 and Final Completion was issued on May 15, 2023; now, therefore, be it

RESOLVED, The Commission has reviewed and considered RESO 02-2019 and the record as a whole, finds that the RESO 02-2019 is adequate for its use as a decision-making body for the increase of 165 consecutive calendar days to the contract duration by this reference thereto as though set forth in this Resolution; and be it

FURTHER RESOLVED, The Commission further finds that since the RESO 02-2019 was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to RESO 02-2019 due to the involvement of new significant impacts, and there is no new information of substantial importance that would change the conclusion set forth in RESO 02-2019; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the Director of Public Works to approve modifications to the contract for a total contract duration of up to 864 calendar days.

I hereby certify that the foregoing resolution was adopted by the Public Works Commission at its meeting of _____.

Commission Affairs Manager
Public Works Commission

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 02-2019

Adopted February 19, 2019

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH ITS DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED \$5,581,677 INCLUDING PROJECT CONSTRUCTION, AND FOR A TERM OF FOUR YEARS, FOR DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES, FOR THE BUILDING 101 IMPROVEMENTS PROJECT; HUNTERS POINT SHIPYARD PROJECT AREA

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) (the “Successor Agency” 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 Redevelopment Project Area (“Project Area” or “Shipyard”) 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) (collectively “Dissolution Law”); and,

WHEREAS, The Former Agency received grant funding from the U.S. Department of Commerce’s Economic Development Administration (“EDA”) for design and construction activities in the Project Area through Grant Agreement No. 07-49-05947 (“EDA Grant #4”) in 2006 and Grant Agreement No. 07-49-06113 (“EDA Grant #5”) in 2007 (collectively, the “Grants”), with a primary objective of economic development and job creation; and,

WHEREAS, Pursuant to letters issued by the California Department of Finance on December 14, 2012 and March 11, 2016, the Grants are enforceable obligations that OCII is responsible for implementing and completing, and upon dissolution of the Former Agency, pursuant to the Dissolution Law, OCII assumed all obligations of the Grants; and,

WHEREAS, The Grants, and three previous grants from the EDA, have been used for the following within the Project Area: (a) for demolition and deconstruction of buildings preceding development at Shipyard Phase 1; (b) for improvements to Building 101, a public facility; (c) for design and construction of the Shipyard Site Office Building; (d) for design studies of Building 813; and (e) for the installation of public art works under the Shipyard Cultural and Historical Recognition Program; and,

WHEREAS, Remaining funds in the Grants now total \$5,581,677, including \$5,023,478 in federal funds and \$558,199 in local match funds required pursuant to the terms of the Grants; and,

WHEREAS, Building 101, a public facility currently owned by OCII, has been used as artists' studios since the mid-1970's; the studios and associated creative enterprises play a critical role in the Shipyard redevelopment and in catalyzing jobs and economic growth in the arts and creative industries; and over decades of planning efforts for the Shipyard, local, state and federal stakeholders have prioritized a continuing role for the Shipyard artists; and,

WHEREAS, OCII has proposed, and the EDA has approved, use of the remaining Grants funds to construct improvements to Building 101, including the conversion of a lecture hall to gallery space; conversion of primary first-floor restrooms to wheelchair-accessible restrooms; other accessibility improvements to common areas; and improvements to emergency exits (the "Project"), with scope modifications to be made as needed based on variations in bid amounts received; and,

WHEREAS, To implement the Project, OCII must engage a contractor to produce schematic designs and construction documents; to obtain construction permits; to advertise and bid out a contract for construction; and to perform construction management; and,

WHEREAS, San Francisco Public Works ("Public Works") has extensive experience in coordinating the design, bidding, and construction of public facilities, including experience in obtaining required permits and approvals from City agencies; and consequently Public Works is a suitable partner for OCII to engage and collaborate with to ensure timely delivery of the Project with a high standard of quality; and,

WHEREAS, OCII and San Francisco Public Works ("Public Works") on March 6, 2017 entered into a Memorandum of Understanding for a planning phase of work on the Building 101 improvements, including site investigations, review of existing documents, and determination of code requirements in collaboration with the San Francisco Fire Department and the San Francisco Department of Building Inspection; which work has now been completed; and,

WHEREAS, OCII now proposes to enter into a further Memorandum of Understanding with Public Works for the implementation phase of work, to consist of Project design, securing of a construction permit, advertisement and bidding of a construction contract, and management of Project construction through final closeout; for a term of four years; with the full cost of construction and Public Works services not to exceed \$5,581,677, with \$4,330,478 allocated to construction, \$1,152,999 allocated to fees for Public Works services, and \$98,200 allocated to Project Delivery Contingency, with line item costs to be revised as needed with the authorization of OCII's Executive Director; and,

WHEREAS, The Project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301(a) and 15301(d) because

it consists of repair and maintenance of an existing structure and will not directly cause changes in the physical environment; now therefore, be it

RESOLVED, That the Commission approves, and authorizes the Executive Director to enter into, a Memorandum of Understanding (the "MOU") between OCII and the City and County of San Francisco, acting through Public Works, that is substantially in the form of the document approved by legal counsel for OCII and lodged with the Secretary of the Commission, authorizing expenditure of up to \$5,581,677 for the Project, and to enter into any and all ancillary documents or to take any additional actions necessary to consummate the transaction contemplated by this Resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of February 19, 2019.



Commission Secretary



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
915 Second Avenue, Room 1890
Seattle, Washington 98174
Fax: 206.220.7669
Voice: 206.220.7660

December 29, 2021

Ms. Tiffany Bohee
Executive Director
Redevelopment Agency of the
City and County of San Francisco (SFRA)
One South Van Ness Avenue, Fifth floor
San Francisco, California 94103

RE: EDA Award No. 07-49-05947, Arts District Improvements, Time Extension Amendment No. 09

Dear Ms. Bohee;

Special Condition No. 1, Project Development Time Schedule, of Attachment "A" of the Financial Assistance Award is being amended by the attached to read as follows:

"The Recipient agrees to the following project development time schedule:

Completion of Construction Period	September 30, 2022
Submittal of Close-out Documents	January 28, 2023

Except as amended herein, all other terms and conditions of the Financial Assistance Award remain in full force and effect.

Your agreement to Amendment No. 9, should be indicated by the signature of the grantee principal official on the attached CD-451 "Amendment to Financial Assistance Award". The attached CD-451 can be electronically signed in either of the following ways: (i) using a certified signature through Adobe or some other software, (ii) signing in ink and scanning the documents. The fully executed document should be returned electronically to Tobey Clarkin at TClarkin@eda.gov, with a copy to SPerson@eda.gov. If not signed and returned within 30 days of receipt, EDA may declare the award amendment null and void. Please retain a copy of the executed award amendment for your records.

Sincerely,

Sheba Person-Whitley
Whitley

Digitally signed by Sheba Person-Whitley
Date: 2021.12.29
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Sheba Person-Whitley
Regional Director

Attachment: CD-451 Amendment to Financial Assistance Award

Copy to: Malinda Matson, Economic Development Representative



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

Public Works Request to Increase Contract Duration in Excess of 10%

Director's Recommendation: Office of Contract Administration approve San Francisco Public Works increasing the authorized contract duration by 40%, from 333 to 466 to execute a pending construction change order and create additional construction contingency for the contract with Arana Group, Inc. for Hunter Point Shipyard Building 101 Upgrades.

Public Works Division/Section: Building Design and Construction, Project Management

Project Manager/Project Lead: Rafael Gutierrez

Contract Title: Hunter Point Shipyard Building 101 Upgrades

Contract Original Award Amount: \$3,249,256.31

Original Contract Substantial Completion Duration: 273 days

Original Contract Final Completion Duration: 60 days

Supplier Name: Arana Group, Inc.

Contract Background: The Work to be done under this contract is located at the Hunter's Point Shipyard Building 101 – 101 Horn Ave in San Francisco. Building 101 was built as a Navy Administration Building in 1941. It is a 2 story, 119, 865 sf wood framed building and is located on Horn Ave., within Parcel A of the Shipyard. The work includes but not limited; New ADA ramp at main entry courtyard; Modification of existing auditorium area into a shared art gallery; Code required path of travel upgrades triggered by art gallery construction; Renovation of one set of existing restrooms for ADA compliance and to provide one (1) accessible all-gender facility; Installation of new steel egress stairways and associated foundations for emergency egress; add alternate to replace existing sliding fire separation doors with accessible swinging fire separation doors; add alternate for fire service and fire sprinkler riser for art gallery; hazardous materials abatement and demolition; and all related utility work.

Summary of Contract Value:

Contract Amounts	Amount	Percentage Increase from Original Award Amount:
Original Contract Amount:	\$3,249,256.31	
Previously Approved Change Order:	\$62,171.26	1.91%
Proposed Change Order:	\$242,532.46	7.46%
Authorized Contract Amount:	\$3,553,960.03	9.38%

Contract Durations	Days	Percentage Increase from Original Duration:
Original Contract Substantial Completion Duration:	273	
Original Contract Final Completion Duration:	60	
Proposed Substantial Completion Duration Extension:	105	31.53%
Construction Contingency Duration:	28	8.47%
Authorized Contract Duration:	466 Days	40%

Change Order Funding Sources:

Source	Amount
U.S. Department of Commerce's Economic Development Administration (EDA) includes a 10% local match.	\$242,532.46
Total:	\$242,532.46

Summary of Proposed Change Order:

PCO Title	Amount	Extension(days)	Type
PCO 050 - IBS Handrail Adjustment	\$1,383.80	0	1A-Errors
PCO 069 - Signs of Success - Remake Exit Signs per ASI 016	\$2,207.52	0	1A-Errors
PCO 058 - Arana - Gallery Beam 6x12 per RFI 82	\$1,472.40	0	1A-Errors
PCO 070 - Nor Cal Doors - Exterior Doors Hardware	\$3,426.59	0	1A-Errors
PCO 048 - De Lao - FA Flow and Tamper Switch	\$7,596.77	0	1B-Omissions
PCO 049 - S&R - Fire Blocking and Fire Rated Boxes	\$8,748.20	0	1B-Omissions

PCO Title	Amount	Extension(days)	Type
PCO 067 - De Lao - Fire Alarm/Ventilation Inquiry per RFI 164	\$4,211.90	0	1B-Omissions
PCO 055 - Arana - Restroom Opening Detail per RFI 123	\$4,982.80	0	1B-Omissions
PCO 038R1 - Nor Cal Doors - Door Schedule per RFI 107	\$5,170.00	0	1B-Omissions
PCO 051 - De Lao - Exhaust Fan Control and Misc. Electrical Revisions per RFI 138 & ASI 13	\$11,085.81	0	1B-Omissions
PCO 035 - AMG - South Exterior Stairs Over Pour Demo	\$2,742.67	0	2-Unforeseen Site Conditions
PCO 036 - 2040 - Exterior Stairs Footing Emerging Water	\$3,682.50	0	2-Unforeseen Site Conditions
PCO 026 - PAS - Cut New Openings for Exhaust Louvers	\$663.86	0	2-Unforeseen Site Conditions
PCO 072 - Plazo - Fireline Hot Tap per RFI 170	\$4,098.63	0	2-Unforeseen Site Conditions
PCO 073 - 2040 - North Stair Footings Adjustment per ASI 017	\$6,447.73	0	2-Unforeseen Site Conditions
PCO 025 - California Tile Installers - Levelling Restroom Uneven Floor	\$3,138.30	0	2-Unforeseen Site Conditions
PCO 037R3 - 2040 - South Exterior Stair - Elevations and Obstructions per RFI 122 & ASI 11	\$18,304.32	0	2-Unforeseen Site Conditions
PCO 063 - AMG - Courtyard Trenching/Unforeseen Conditions per RFI 150	\$2,147.46	0	2-Unforeseen Site Conditions
PCO 066 - Plazo - Underground Pipe Reroute per RFI 153	\$3,815.59	0	2-Unforeseen Site Conditions
PCO 041R2 - S&R - Restroom Lavatory Wall Extension per ASI 12	\$2,412.74	0	2-Unforeseen Site Conditions
PCO 023R2 - 2040- Extended Concrete Steps per ASI 2.2	\$35,012.29	0	2-Unforeseen Site Conditions
PCO 019R1 - Arana - Gallery Plywood Floor per RFI 78	\$6,519.51	0	2-Unforeseen Site Conditions

PCO Title	Amount	Extension(days)	Type
PCO 005R5 - Arana - Gallery South Wall Demo & Rebuild per RFI 47	\$6,087.90	0	2-Unforeseen Site Conditions
PCO 031 - De Lao - Exterior Lights Photo Switching	\$6,769.05	0	3-Client Requests
PCO 044 - Signs of Success - Added Signage	\$1,769.30	0	3-Client Requests
PCO 052 - AMG - Additional Excavation for UDG Fireline	\$2,925.30	0	3-Client Requests
PCO 027 - Arana - Temporary Exit Reroute	\$1,483.03	0	3-Client Requests
PCO 028R1 - De Lao - Additional emergency Exit Light	\$16,907.67	0	3-Client Requests
PCO 054 - Arana - Courtyard Items to be Salvaged	\$793.37	0	3-Client Requests
PCO 056 - Arana - Open Studio Preparation	\$1,915.60	0	3-Client Requests
PCO 040R2 - Plazo - Fire Sprinkler Underground Modification per RFI 63 and ASI 1	\$14,149.95	0	3-Client Requests
PCO 029 - PAS - Restroom Exhaust Venting	\$825.24	0	3-Client Requests
PCO 068 - Credit for Reduction in Interior Fireline due to ASI 1 & RFI 63	-\$2,013.60	0	5-Quantity Adjustments
PCO 074 - Time Extension # 1	\$43,200.00	105	5-Quantity Adjustments
PCO 071 - Nor Cal Doors - Changing Specified Door Closer	\$8,448.26	0	6-Alternatives
Total:	\$242,532.46	105 Days	

Summary of Previously Approved Change Orders:

PCO Title	Amount	Extension(days)	Type
PCO 007R1 - IBS - Welding Rails to Base Plates at Ramp	\$5,467.00	0	1A-Errors
PCO 011R1 - De Lao - Install Panel VB5 at Boiler Room	\$3,578.75	0	1A-Errors

PCO Title	Amount	Extension(days)	Type
PCO 018 - De Lao - Hallway Electrical Outlet Relocation	\$2,097.12	0	1A-Errors
PCO 014 - De Lao - Type A Light Fixtures at Ramp	\$3,343.96	0	1B-Omissions
PCO 021 - 2040 - Modification of Structural Details at Footings	\$4,450.70	0	1B-Omissions
PCO 015 - AMG - Excavation to Footing Trench at Gallery	\$2,118.88	0	1B-Omissions
PCO 002 - AMG Boiler Room with Arana Cover Sheet	\$5,776.11	0	2-Unforeseen Site Conditions
PCO 003R1 - 2040 Unforeseen Foundation - Over Pour	\$5,113.14	0	2-Unforeseen Site Conditions
PCO 008 - AMG - Cleanup Gallery Crawlspace	\$5,688.38	0	2-Unforeseen Site Conditions
PCO 024 - 2040 - Excavation for Revised Dimension to Footing	\$3,510.74	0	2-Unforeseen Site Conditions
PCO 030 - AMG - Restroom Drain Pipe Obstruction	\$2,458.59	0	2-Unforeseen Site Conditions
PCO 009 - 2040 - Added Xypex to ADA Ramp Footing	\$1,826.95	0	3-Client Requests
PCO 010 - 2040 - Demo Repour Concrete Section at Sidewalk	\$1,650.00	0	3-Client Requests
PCO 016R2 - De Lao - GFCI Floor Outlet In Gallery	\$1,935.26	0	3-Client Requests
PCO 013 - De Lao - Additional Light Fixtures	\$12,496.78	0	5-Quantity Adjustments
PCO 017 - Nor Cal Doors - Door Material Cost Increased	\$658.90	0	5-Quantity Adjustments
Total:	\$62,171.26	0 Days	

Recommended by:

Approved by:

DocuSigned by:



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3/28/2022 | 6:17:34 PM PDT

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Carla Short
Interim Director of Public Works

Sailaja Kurella
Office of Contract Administration
Mayor's Designee

Attachments: Construction Change Order Checklist, Award of Contract

Public Works Approved Change Order Report



Contract Information

Contract Title: PW HP Shpyrd BLDG 101 UP
Contract Vendor: ARANA GROUP INC
Contract Scope:
Total Contract Amount: \$3,249,256.31

Change Order Information

Unilateral Change Order: No
Emergency Change Order: No
FRF Required: No
Total Change Order Amount: \$242,532.46
Total # of Days(s): 105

CO Description:

This change order (CO #3 & CO #4) contains the following PCO's: PCO 005R5 - Arana - Gallery South Wall Demo & Rebuild per RFI 47; PCO 019R1 - Arana - Gallery Plywood Floor per RFI 78; PCO 023R2 - 2040- Extended Concrete Steps per ASI 2.2; PCO 037R3 - 2040 - South Exterior Stair - Elevations and Obstructions per RFI 122 & ASI 11; PCO 038R1 - Nor Cal Doors - Door Schedule per RFI 107; PCO 040R2 - Plazo - Fire Sprinkler Underground Modification per RFI 63 and ASI 1; PCO 041R2 - S&R - Restroom Lavatory Wall Extension per ASI 12; PCO 051 - De Lao - Exhaust Fan Control and Misc. Electrical Revisions per RFI 138 & ASI 13; PCO 054 - Arana - Courtyard Items to be Salvaged; PCO 055 - Arana - Restroom Opening Detail per RFI 123; PCO 056 - Arana - Open Studio Preparation; PCO 058 - Arana - Gallery Beam 6x12 per RFI 82; PCO 063 - AMG - Courtyard Trenching/Unforeseen Conditions per RFI 150; PCO 066 - Plazo - Underground Pipe Reroute per RFI 153; PCO 067 - De Lao - Fire Alarm/Ventilation Inquiry per RFI 164; PCO 068 - Credit for Reduction in Interior Fireline due to ASI 1 & RFI 63; PCO 069 - Signs of Success - Remake Exit Signs per ASI 016; PCO 071 - Nor Cal Doors - Changing Specified Door Closer; PCO 072 - Plazo - Fireline Hot Tap per RFI 170; PCO 073 - 2040 - North Stair Footings Adjustment per ASI 017, PCO 074 - Time Extension # 1, PCO 035 - AMG - Ext Stairs Over Pouring, PCO 036 - 2040 - Ext Stairs Footings Water, PCO 044 - Signs of Success - Added Signage and Mods, PCO 048 - De Lao - FA Flow and Tamper Switch, PCO 049 - S&R - Fire Blocking and Fire Rated Boxes, PCO 052 - AMG - Add Excavation for UDG Fireline, PCO 026 - PAS - Cut Openings for Louvers, PCO 027 - Arana -

Temp Exit Reroute, PCO 028 - De Lao - Additional emergency Exit Light, PCO 029 - PAS - Restroom Exhaust Venting, PCO 031 - De Lao - Exterior Lights Photo Switching, PCO 025 - California Tile Installers - Levelling Restroom Uneven Floor, PCO 050 - IBS - Handrail Mod, and PCO 070 - Nor Cal Doors - Exterior Doors Hardware.

PCO Summary

PCO 005R5 - Arana - Gallery South Wall Demo & Rebuild per RFI 47 \$6,087.90	0 day (s)	2-Unforeseen Site Conditions	Per RFI 47, Contractor to provide labor, equipment, and materials to demo the Gallery South Wall and Clean up the Hallway outside of Gallery. Build a New Wall 21 ft long by 10 ft high located at the end of Gallery to Replace one side of Wall proposed in scope. Furnish with Gypsum Board, Mud and Paint on Additional Back Side of Wall out of scope.
PCO 019R1 - Arana - Gallery Plywood Floor per RFI 78 \$6,519.51	0 day (s)	2-Unforeseen Site Conditions	Per RFI 78, Contractor to provide labor, equipment, and materials for adding a second layer of plywood and nailing to the bottom layer for the gallery floor to level out the floor surface.
PCO 070 - Nor Cal Doors - Exterior Doors Hardware \$3,426.59	0 day (s)	1A-Errors	Contractor to provide labor, equipment, and materials to replace hardware on Door E209. Contractor to provide labor, equipment, and materials for the new exhaust fan system to tie into the existing exhaust duct system outside the restrooms. Elbows at the base of the existing exhaust stack will be removed and same size diameter duct will be tied in. Backdraft damper and transition to exhaust fan outlet shall also be provided.
PCO 029 - PAS - Restroom Exhaust Venting \$825.24	0 day (s)	3-Client Requests	Per RFI 57, contractor to provide labor, equipment, and materials to cut new openings and install (6) stationary drainable blade louvers. Provide shop drawings for field verified locations of ducts and exhaust louver locations.
PCO 026 - PAS - Cut New Openings for Exhaust Louvers \$663.86	0 day (s)	2-Unforeseen Site Conditions	Per ASI 08, contractor to provide labor, material, and equipment to place 31 delineator cones to mount detour signage
PCO 027 - Arana - Temporary Exit Reroute \$1,483.03	0 day (s)	3-Client Requests	
Total:	105 \$242,532.46 day (s)		

PCO 028R1 - De Lao - Additional emergency Exit Light	\$16,907.67	0 day (s)	3-Client Requests	and install lumber nailing across exit doors. Per ASI 07, contractor to provide labor, equipment, and materials to replace (28) emergency exit signs with new exit signs and reuse existing j-box and wiring.
PCO 031 - De Lao - Exterior Lights Photo Switching	\$6,769.05	0 day (s)	3-Client Requests	Per RFI 116, contractor to provide equipment, labor, and materials to install additional photo switching control for each building wing end. Per RFI 125, contractor to provide
PCO 035 - AMG - South Exterior Stairs Over Pour Demo	\$2,742.67	0 day (s)	2-Unforeseen Site Conditions	equipment, labor, and materials to demolish overpoured concrete at D3 and D5 stair footings without damaging the building foundations or footings. Halt demolition if rebar is encountered. Per RFI 127, contractor to provide
PCO 036 - 2040 - Exterior Stairs Footing Emerging Water	\$3,682.50	0 day (s)	2-Unforeseen Site Conditions	equipment, labor, and materials to remove unforeseen water found in stair D1 slab on grade, 2" x 4'-8" x 2" grade beam and 9'-10" x 4'-9" x 2' footing without damaging building foundation and footings. Confirm water seepage has stopped. Footings with wet soil to be over excavated 8" and replaced with Control Low Strength Material or crushed rock.
PCO 044 - Signs of Success - Added Signage	\$1,769.30	0 day (s)	3-Client Requests	Contractor to provide materials, equipment, and labor to install additional signage.
PCO 048 - De Lao - FA Flow and Tamper Switch	\$7,596.77	0 day (s)	1B-Omissions	Contractor to provide material, equipment, and labor to install 1" conduit and wires to connect flow and tamper switch for proper fire alarm installation. Per RFI 188, contractor to provide
PCO 049 - S&R - Fire Blocking and Fire Rated Boxes	\$8,748.20	0 day (s)	1B-Omissions	material, equipment, and labor to add mineral wool fire/ draft stopping to restroom plumbing chase and soffit. Install fire caulking at small penetrations. Install 1-hr enclosure in gallery for recessed light fixtures.
PCO 050 - IBS Handrail Adjustment	\$1,383.80	0 day (s)	1A-Errors	Per ASI 2.1, 2.2 and RFI # 128 contractor to furnish and install 1.5" Extra Strength Grade handrail and square base plate supports.
	\$2,925.30		3-Client Requests	Per ASI 001 and RFI 33, contractor to reroute 4" firewater line under horseshoe
Total:	\$242,532.46	105 day (s)		

PCO 052 - AMG - Additional Excavation for UDG Fireline	0 day (s)		entry plaza, connect to 8" FW main, install sprinkler riser pipe for building connection, and install FDC. Per ASI 2.2, Contractor to raise the existing landing 1-1/2" and extend the existing concrete stairs in response to the comments from the ADA coordinator during a site visit on 5/14/21.
PCO 023R2 - 2040- Extended Concrete Steps per ASI 2.2	\$35,012.29 0 day (s)	2-Unforeseen Site Conditions	Per RFI 122 & ASI 11, Contractor to add new concrete curbs at exterior stairs D5 & D7 due to elevation discrepancies found in the existing field conditions. Per RFI 107, Contractor to provide flush wood doors and a credit for deleted hollow metal doors for doors 1212A, 1212B, 1212.1, and 1212.2 due to omission of door material on the contract documents.
PCO 037R3 - 2040 - South Exterior Stair - Elevations and Obstructions per RFI 122 & ASI 11	\$18,304.32 0 day (s)	2-Unforeseen Site Conditions	Per RFI 63 & ASI 1, Contractor to add a new gate valve and additional 4" FW pipe for the fire main to be a straight run into the building. Per ASI 12, Contractor to extended 2x4 wood stud lavatory wall, replace the wood studs to full height, and provide 5x8 gyp board above the tile. Per RFI 138 & ASI 13, Contractor to provide and install power to gallery fan heater, J-box for future audio system, additional type A fixture on westside stair. Per Client Request, Contractor to salvage or move client-specified items in the courtyard.
PCO 038R1 - Nor Cal Doors - Door Schedule per RFI 107	\$5,170.00 0 day (s)	1B-Omissions	Per RFI 123, Contractor to build a new partition in the all-gender restroom. Per Client Request, Contractor to clean and prepare for the Open Studio Event that took place on October 23rd and 24th, 2021.
PCO 040R2 - Plazo - Fire Sprinkler Underground Modification per RFI 63 and ASI 1	\$14,149.95 0 day (s)	3-Client Requests	Per RFI 82, Contractor to procure and install 6x12 beams in lieu of the 6x10 beams in the Gallery Room. Per RFI 150, Contractor to remove the stone/rock material and the sidewalk as
PCO 041R2 - S&R - Restroom Lavatory Wall Extension per ASI 12	\$2,412.74 0 day (s)	2-Unforeseen Site Conditions	
PCO 051 - De Lao - Exhaust Fan Control and Misc. Electrical Revisions per RFI 138 & ASI 13	\$11,085.81 0 day (s)	1B-Omissions	
PCO 054 - Arana - Courtyard Items to be Salvaged	\$793.37 0 day (s)	3-Client Requests	
PCO 055 - Arana - Restroom Opening Detail per RFI 123	\$4,982.80 0 day (s)	1B-Omissions	
PCO 056 - Arana - Open Studio Preparation	\$1,915.60 0 day (s)	3-Client Requests	
PCO 058 - Arana - Gallery Beam 6x12 per RFI 82	\$1,472.40 0 day (s)	1A-Errors	
PCO 063 - AMG - Courtyard	\$2,147.46 0 day (s)	2-Unforeseen Site Conditions	
Total:	\$242,532.46 105 day (s)		

Trenching/Unforeseen Conditions per RFI 150				needed to complete the work for the fire sprinkler system.
PCO 066 - Plazo - Underground Pipe Reroute per RFI 153	\$3,815.59	0 day (s)	2-Unforeseen Site Conditions	Per RFI 153 and field direction, Contractor to reroute the underground pipe over the existing water piping.
PCO 067 - De Lao - Fire Alarm/Ventilation Inquiry per RFI 164	\$4,211.90	0 day (s)	1B-Omissions	Per RFI 164, Contractor to tie the ventilation system for the Gallery into the FACP and the FACP shall shut down the ventilation system upon fire/smoke alarm.
PCO 068 - Credit for Reduction in Interior Fireline due to ASI 1 & RFI 63	(\$2,013.60)	0 day (s)	5-Quantity Adjustments	Due to ASI 1 and RFI 63, Contractor to provide a credit for rerouting the fire sprinkler system above grade.
PCO 069 - Signs of Success - Remake Exit Signs per ASI 016	\$2,207.52	0 day (s)	1A-Errors	Per ASI 16, Contractor to remake and install exit signs that read "Exit Stair Down" to follow ADA coordinator comments.
PCO 071 - Nor Cal Doors - Changing Specified Door Closer	\$8,448.26	0 day (s)	6-Alternatives	Per Client Request, Contractor to procure and install alternate door closers (Dorma Electromagnetic Closing Device w/ Integral Detector 1816 in lieu of DC62930X ETC).
PCO 072 - Plazo - Fireline Hot Tap per RFI 170	\$4,098.63	0 day (s)	2-Unforeseen Site Conditions	Per RFI 170, Contractor to proceed with scheduling hot tapping process in lieu of draining the entire system to make the connection as initially planned.
PCO 073 - 2040 - North Stair Footings Adjustment per ASI 017	\$6,447.73	0 day (s)	2-Unforeseen Site Conditions	Per ASI 17, Contractor to increase the depth of the north side stair footings from a depth of 2'-0" to 3'-0". Grant Contractor non-compensable time extension of 81 days and compensable time extension of 24 days due to various ASI's, RFI's and unforeseen conditions that have modified and changed work. These delays were discussed and negotiated by the project team and the time extension was finalized to bring project substantial to February 14, 2022.
PCO 074 - Time Extension # 1	\$43,200.00	105 day (s)	5-Quantity Adjustments	
PCO 025 - California Tile Installers - Levelling Restroom Uneven Floor	\$3,138.30	0 day (s)	2-Unforeseen Site Conditions	Contractor to float 534 SF of floor tile due to existing floor conditions being unsuitable for tile.
Total:	\$242,532.46	105 day (s)		

Approval Summary

Approver1 :Chau, Brian	Approved On:	Approved On Thursday, March 17, 2022 9:09:09 AM PST
Approver2 :Oates, Dennis	Approved On:	Approved On Wednesday, March 23, 2022 1:02:48 PM PST
Approver3 : Tanigawa, Laura	Approved On:	Approved On Wednesday, March 23, 2022 1:19:55 PM PST

Contract Administration - Construction Change Order Review Checklist

Contract Information (PeopleSoft)			
Contract ID No.:	1000015270	Awarding Authority:	BDC
Contract Name:	Hunter Point Shipyard Building 101 Upgrades		
NTP Date:	02/1/2021		
Project Manager/Lead:	Rafael Gutierrez	PM Email:	Rafael.Gutierrez@sfdpw.org ;
Contractor ("Supplier"):	Arana Group, Inc.		

Change Order Information			
Change Order No.:	2	Request Date:	3/23/2022
Requested Duration:	105 Days	Authorized Contract Duration:	466 Days
Amount of Change (\$):	\$242,532.46	Contract Total Amount (As-Modified) (\$):	\$3,553,960.03

Contract Administration Review			
1) Contract Insurance Current? (Yes / No / N/A)	GL	Auto	WC
	Yes	Yes	Yes
2) Contractor's License Valid? (Yes / No)			Yes
3) Does Cumulative Change Order Total exceed 10% of Original Contract Value/Duration? (Yes/No)			Yes
<ul style="list-style-type: none"> ➤ If YES, the Awarding Authority Approval is Required: ➤ Awarding Authority: <ul style="list-style-type: none"> • Mayor's Designee, Office of Contract Administration 			
4) Does Cumulative Change Order Total exceed <u>20%</u> of Original Contract Value? (Yes/No)			No
<ul style="list-style-type: none"> ➤ If YES, the Contractor ("Supplier") must submit a <u>Bond Rider</u> and <u>CMD Form 10</u> for CMD approval. 			No
a) CMD FORM 10			
<ul style="list-style-type: none"> ➤ The Contract CMD Compliance Officer has approved the CMD Form 10 and a copy of the Approved Form is saved in the project folder. (Yes / No / N/A) ➤ CMD Form 10 Approval Date: _____ 			
b) BOND RIDER			
<ul style="list-style-type: none"> ➤ Two (2) original, wet-signed copies of the Bond Rider have been submitted by the project's Contractor. (Yes / No / N/A) ➤ The City Attorney's Office has reviewed and signed the two (2) copies of the Bond Rider. (Yes / No / N/A) 			No

Additional Notes:



San Francisco Public Works
 General – Director's Office
 City Hall, Room 348
 1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
 (415) 554-6920 www.SFPublicWorks.org

Public Works Order No: 203740

CITY AND COUNTY OF SAN FRANCISCO
 SAN FRANCISCO PUBLIC WORKS
 AWARD OF FORMAL CONTRACT

ID No.:	1000015270
Contract Title:	PW HP SHPYRD BLDG 101
Full Contract Title:	Hunter Point Shipyard Building 101 Upgrades
Receipt of Bids:	July 1, 2020
Contract Estimate:	\$3,432,355.00
Time Allowed for Completion:	273 Calendar Days
Required Approvals:	SF Public Works

AWARDEE:	Arana Group, Inc. 1168 Jamestown Ave. San Francisco, CA 94124
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Supplier ID:	0000025198
Business Tax Registration Certificate No.:	0379082
Contractor's License Number:	840473
DIR Registration Number:	1000032470

Total Contract: \$3,249,256.31

ENVIRONMENTAL STATEMENT: Categorically exempt, CEQA Guidelines Sections 15301(a) and 15301(d)

DISTRIBUTION:

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 IT: Wayne.K.Chan@sfdpw.org;
 DDE: Ronald.Alameida@sfdpw.org; Albert.J.Ko@sfdpw.org
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 PCS: Darren.Sciford@sfdpw.org; Damon.Lai@sfdpw.org; Jieting.Yu@sfdpw.org;
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 DPW: Boris.Deunert@sfdpw.org; Oliver.Iberien@sfdpw.org; Stanley.DeSouza@sfdpw.org;
 Other City Depts: ThNguyen@sfwater.org; TKyger@sfwater.org; ACP@sfwater.org; sfdocs@sfpl.org;
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Contract Admin: ContractAdmin.Staff@sfdpw.org;
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mba@marinbuilders.org; planroom@ncbeonline.com; support@ConstructionPlans.org; deanna@bxofsf.com;
plans@bxsc.co; Dodge.Docs@construction.com;

X DocuSigned by:
Ronald Alameida

Alameida, Ronald
Acting Deputy Director

X DocuSigned by:
Bruce Robertson
63398308AB81447...

Dawson, Julia
Deputy Director, Finance and Administration

X DocuSigned by:
Julia Dawson
AC312F8341B64A0...

Degrafinried, Alaric
Acting Director of Public Works

[Home](#)**CONTRACTORS STATE LICENSE BOARD**

Contractor's License Detail for License # 840473

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/24/2022 2:08:01 PM

Business Information

ARANA GROUP INC
1168 JAMESTOWN AVE
SAN FRANCISCO, CA 94124
Business Phone Number:(415) 656-0129

Entity Corporation
Issue Date 06/10/2004
Expire Date 06/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [B - GENERAL BUILDING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [SURETEC INSURANCE COMPANY](#).

Bond Number: 458864

Bond Amount: \$15,000

Effective Date: 07/01/2020

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual RONALD ALBERTO ARANA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/10/2004

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#).

Policy Number: 9112119

Effective Date: 09/15/2015

Expire Date: 09/15/2022

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

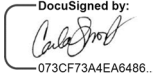
Certificate Of Completion

Envelope Id: 0BD24688E33949B792AF6E34EF4A2A93	Status: Completed
Subject: Please Sign: 1000015270: OCA Mayor's Designee Approval - Change Order	
Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Dennis Lam
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	49 S Van Ness Ave
	San Francisco, CA 94103
	dennis.lam@sfdpw.org
	IP Address: 208.121.5.170

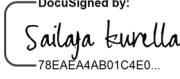
Record Tracking

Status: Original	Holder: Dennis Lam	Location: DocuSign
3/25/2022 8:29:50 AM	dennis.lam@sfdpw.org	

Signer Events

Signer Events	Signature	Timestamp
Carla Short carla.short@sfdpw.org Interim Director Public Works Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>073CF73A4EA6486...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 208.121.33.161</p>	<p>Sent: 3/25/2022 8:32:46 AM Viewed: 3/28/2022 5:08:30 PM Signed: 3/28/2022 5:08:56 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sailaja Kurella sailaja.kurella@sfgov.org Acting Director, Office of Contract Administration City and County of San Francisco Security Level: Email, Account Authentication (None), Login with SSO	<p>DocuSigned by:</p>  <p>78EAE4A4AB01C4E0...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 208.121.32.17</p>	<p>Sent: 3/28/2022 5:08:58 PM Viewed: 3/28/2022 5:27:25 PM Signed: 3/28/2022 6:17:34 PM</p>
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Alexander Burns alexander.burns@sfdpw.org Contract Analyst Public Works Security Level: Email, Account Authentication (None)	<p>COPIED</p>	Sent: 3/25/2022 8:32:45 AM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Carbon Copy Events	Status	Timestamp
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Ben Washington ben.washington@sfdpw.org Public Works Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/25/2022 8:32:45 AM
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Robert Loftus robert.loftus@sfdpw.org Public Works Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/25/2022 8:32:45 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/28/2022 5:27:25 PM
Signing Complete	Security Checked	3/28/2022 6:17:34 PM
Completed	Security Checked	3/28/2022 6:17:34 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Public Works (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dannie.tse@sfdpw.org

To advise Public Works of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dannie.tse@sfdpw.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dannie.tse@sfdpw.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Public Works

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to dannie.tse@sfdpw.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Public Works as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Public Works during the course of my relationship with you.

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF PUBLIC WORKS AND THE OFFICE OF
COMMUNITY INVESTMENT AND INFRASTRUCTURE FOR THE SECOND PHASE
OF THE HUNTERS POINT SHIPYARD BUILDING 101 PROJECT**

This SECOND AMENDMENT (“Second Amendment”) is entered into as of October 31, 2022 by and between 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”), a public body operating and existing under the laws of the State of California , and the City and County of San Francisco, State of California (“City”), acting through San Francisco Public Works, (“Public Works”, together with OCII, the “Parties” and each, individually, a “Party”).

RECITALS

- A. The Parties entered into the Memorandum of Understanding for the Second Phase of the Hunters Point Shipyard Project on February 19, 2019 (“MOU”), with the purpose of engaging Public Works to provide design, bidding, construction management and final completion services for improvements to Building 101 within the Hunters Point Shipyard Redevelopment Project Area. The Parties entered into a First Amendment to the MOU on November 23, 2020 (“First Amendment”) at the request of the Economic Development Administration (“EDA”), an agency of the U.S. Department of Commerce, to revise the budget and scope of the MOU pursuant to EDA regulations. The MOU, as amended by the First Amendment, is hereafter referred to as the “Amended MOU.”
- B. Terms not defined in this Second Amendment shall have the meanings assigned to them in the Amended MOU.
- C. The Building 101 Improvements are now complete and EDA Grant funds have been fully expended, but due to the ongoing effects of the COVID-19 Pandemic and unanticipated physical conditions of Building 101, Public Works’ construction contractor experienced shortages of contractor-supplied labor and materials and construction delays, resulting in the necessity of additional Public Works expenditures for design, construction management, and non-design project delivery.
- D. In addition, On January 21, 2022, Building 101 suffered a minor fire, unrelated to the Project, resulting in damage to one artist studio caused by existing faulty electrical wiring. Emergency stabilization and remediation work was completed by OCII’s insurance carrier, and full restoration is now necessary.
- E. Under this Second Amendment, the parties hereto propose to extend the term of the Amended MOU for one additional year, commencing on November 1, 2022 and terminating on November 1, 2023, to allow for Public Works to carry out additional design, construction management, and non-design project delivery activities for completing the Project originally contemplated in the Amended MOU, as well as similar activities related to the restoration of Building 101 from fire damage from the January 2022 fire.

- F. The Parties now desire to enter into this Second Amendment for design, contractor procurement through a job order contract, construction management, and final completion of restoration for the fire damage occurred and additional Public Works services for the Project including design, construction management, and non-design services.

- G. Under this Second Amendment, the parties propose an increase total to Project Budget amount by \$640,000 from \$5,581,677 to \$6,221,677, comprised of \$460,000 in costs to be reimbursed to Public Works for the completed Building 101 Improvements and \$180,000 for restoration of the fire damage needed.

AGREEMENT

NOW, THEREFORE, OCII and Public Works agree as follows:

1. The first paragraph of **Section I: Scope of Work** is revised as follows (additions underlined):

A: Base Improvements

“The Improvements are generally expected to include the following improvements to Building 101 (“Base Improvements”):”

2. A third paragraph is added at the end of **Section I: Scope of Work**, as follows (additions underlined):

“B: Fire Restoration

The fire restoration is generally expected to include the following to Building 101 (“Fire Restoration”):

- a) Repair and restore fire damage to artist studio number 1254 and damaged surrounding hallway and studios.
- b) All work shall meet all applicable health and safety and accessibility requirements.”

3. **Section II: Term of Agreement** shall be revised as follows:

Delete the Amended MOU termination date of “October 31, 2022” and replace with the amended termination date of “November 1, 2023.” All other terms and provisions of Section II continue to apply.

4. **Section III: Project Budget** is hereby deleted in its entirety and replaced with the following:

The total project budget for the Base Improvements and Fire Restoration scope of work is not to exceed \$6,221,677 in total for construction and project delivery, including design, bidding and construction management. The Base Improvements and Fire Restoration amounts for construction services and project delivery shall not exceed the foregoing budget amounts and their respective funding sources without prior written authorization from the OCII Executive Director. All funds are subject to availability, Successor Agency Oversight Board authority, EDA participation, and State Department of Finance approval. Accordingly, Public Works will diligently monitor and control expenditures to avoid cost overruns. See Section XII: Financial Oversight and Audits Subsection A: Spending Authority for more detail.

A. Base Improvements **\$6,221,677**

EDA-Funded (EDA Award No. 07-49-05947 and 07-49-06113)

- 1. Construction Services: \$ 4,330,478
- 2. Project Delivery: \$ 1,251,199
(design, bidding, and construction management)

Note: All EDA funds (\$5,581,677) have been expended as of the date of this Second Amendment

OCII-Funded

- 1. Extended Project Delivery: \$ 460,000
(design, construction management and non-design project delivery including third-party consultants)

B. Fire Restoration **\$180,000**

OCII-Funded

- 1. Construction Services: \$ 120,000
- 2. Project Delivery: \$ 60,000
(design, contractor procurement through a job order contract, and construction management)

5. The last two rows of **Section V: Scope of Services and Deliverables** are hereby deleted in its entirety and replaced with the following:

Deliverable	Duration
Base Improvements Construction Final Completion	87 Weeks
Base Improvement Project Closeout	13 Weeks

Fire Restoration Job Order Contract Award	4 weeks
Fire Restoration DBI Construction Permit	2 weeks
Fire Restoration Construction Start	Upon Permit Issuance
Fire Restoration Final Completion	6 Weeks
Fire Restoration Project Closeout	4 Weeks

6. The first paragraph of **Section VI: Project Fees** is hereby deleted in its entirety and replaced with the following:

Professional Fees (i.e. fees for those services listed below) under this MOU shall not exceed \$1,771,199, comprised of \$1,711,199 (\$1,251,199 EDA funded and \$460,000 OCII funded) for Base Improvements and \$60,000 (OCII funded) for Fire Restoration.

7. The fee schedule in **Section VI: Project Fees** is hereby deleted in its entirety and replaced with the following:

Description	Base Improvements	Fire Restoration	Total
EDA Funded			
Original Project Delivery	\$ 1,250,399		\$ 1,250,399
Original Construction	\$ 4,330,478		\$ 4,330,478
Original Total	\$ 5,580,877		\$ 5,580,877
OCII Funded			
Amended Project Delivery	\$ 460,000	\$ 60,000	\$ 520,000
Amended Construction		\$ 120,000	\$ 120,000
Amendment Total	\$ 460,000	\$ 180,000	\$ 640,000
Amended Total	\$ 6,040,877	\$ 180,000	\$ 6,220,877

8. **Section VII: Project Team** is hereby deleted in its entirety and replaced with the following:

A. Department of Public Works

1. Building Design and Construction (BDC) Staff

- a. Rafael Gutierrez, Architect
- b. John Paul Scott, Disability Access Coordinator

2. Infrastructure Design and Construction (IDC) Staff

- a. Dennis Oats, Construction Manager
- b. Brian Chau, Resident Engineer

B. Office of Community Investment and Infrastructure

1. Nikki Henry, Development Specialist

9. **Section XII: Financial Oversight and Audits, Subsection A.) Spending Authority** is hereby deleted in its entirety and replaced with the following:

Spending Authority. EDA-funded costs for this Second Amendment were included in the Fiscal Year 22/23 ROPS, in line 62, which was approved by the Successor Agency Oversight Board (“Oversight Board”) and the California Department of Finance (“DOF”). OCII is pursuing an amendment to the FY 22/23 ROPS, in line 76, to add authority in the amount of \$640,000 for all OCII-funded costs associated with this Second Amendment, which was approved by the Oversight Board and is subject to DOF approval. All OCII-funded work under this Second Amendment shall not proceed prior to DOF approval.

10. **Attachment A: Scope of Improvements** is hereby deleted in its entirety and replaced with Exhibit A to this Second Amendment: “Attachment A: Scope of Improvements.”

11. **Attachment B-1: Cost Summary Table** is hereby deleted in its entirety and replaced with Exhibit B to this Second Amendment: “Attachment B: Cost Summary Table.”

12. **Attachment C: Project Schedule** is hereby deleted in its entirety and replaced with Exhibit C to this Second Amendment, “Attachment C: Project Schedule.”

13. **Attachment D: Scope of Services** is hereby deleted in its entirety and replaced with Exhibit D to this Second Amendment, “Attachment D: Scope of Services.”

Prepared by:

DocuSigned by:
Rafael Gutierrez 10/28/2022 | 1:21:38 PM PDT
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Rafael Gutierrez **Date**
Project Manager
San Francisco Public Works

Recommended by:

DocuSigned by:
Julie Laue 10/28/2022 | 1:52:20 PM PDT
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Julie Laue **Date**
Bureau Manager, BDC-Architecture
San Francisco Public Works

DocuSigned by:
Ronald Alameida 10/28/2022 | 3:01:53 PM PDT
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Ronald Alameida **Date**
Deputy Director
San Francisco Public Works

Approvals:

DocuSigned by:

Thor Kaslofsky

October 31, 2022

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Thor Kaslofsky
Executive Director
Office of Community Investment
and Infrastructure

Date

DocuSigned by:

Carla Short

1/4/2023 | 3:18:49 PM PST

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Carla Short
Interim Director
San Francisco Public Works

Date

Attachment A: Scope of Improvements Second Amendment

Building 101 Second Phase MOU

Scope of Improvements

The Scope of Improvements includes the following. Items may be removed from the scope as needed to accommodate variations in bid prices.

Base Improvements

- a) Modify and expand existing first floor auditorium for use as shared art gallery.
- b) Provide accessibility upgrades in common areas.
- c) Replace one set of existing Men's and Women's restrooms on the first floor with a new all-gender restroom.
- d) Verify condition of sewer pipe serving renovated restrooms above and repair or replace as necessary.
- e) Install new accessible ramp at Building 101 main entry and replace courtyard paving.
- f) Install new exterior exit stairs at ends of building wings.
- g) Replace existing non-accessible sliding fire separation doors with accessible swinging fire separation doors.
- h) Install fire sprinkler riser and fire sprinkler system serving art gallery.
- i) All work shall meet all applicable health and safety and accessibility requirements.

Fire Restoration

- a) Restoration of Studio 2514 including electrical, charred framing replacement, drywall, trim work, paint, and clean up.
- b) Restoration of 2nd floor corridor including ceiling patches in 5 areas, paint, and clean up
- c) All work shall meet all applicable health and safety and accessibility requirements.

Attachment B-1: Project Cost Control & Budget (Second Amendment)

Building 101 Second Phase MOU

TOTAL MOU BUDGET	\$ 6,221,677
BASE IMPROVEMENTS	\$ 6,041,677
CONSTRUCTION BUDGET - BID OUT (\$4,330,478 EDA funded)	\$ 4,330,478
Base Bid, Additive Alternates Scope, Change Orders	
PUBLIC WORKS FEES (\$1,251,199 EDA funded and \$460,000 OCII funded)	\$ 1,711,199
Design Fees and Project Coordination	
Construction Management	
Non-Design Fees	

Attachment C: Project Schedule (Second Amendment)

Office of Community Investment and Infrastructure
San Francisco Public Works

Start Fri, 3/17/2017

TASK	PROGRESS	DURATION	START	END
Base Improvements				
Project Initiation	100%	54	3/17/17	5/10/17
Design	100%	985	5/10/17	1/20/20
Bid, Permit, Award	100%	147	5/19/20	10/13/20
Construction	98%	592	2/1/21	9/16/22
Closeout		91	9/16/22	12/16/22
Fire Restoration				
Scoping	100%	172	1/21/22	7/12/22
Permit, Job Order Contract Award		42	1/1/23	2/12/23
Construction		72	2/12/23	4/25/23
Project Closeout		28	4/25/23	5/23/23

**PUBLIC WORKS COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 2022 - 0033

WHEREAS, Hunters Point Building 101 is located within the Redevelopment Plan for the Hunters Point Shipyard Redevelopment Project Area, and because Redevelopment Plan Areas are established under California Community Redevelopment Law, development is controlled by the respective Redevelopment Plan, rather than the Planning Code, and the Office of Community Investment and Infrastructure (“OCII”), the successor agency to the San Francisco Redevelopment Agency, has land use control within and is the lead agency responsible for compliance with the California Environmental Quality Act for the Hunters Point Shipyard Redevelopment Project Area; and

WHEREAS, Per OCII Commission Resolution RESO 02-2019, adopted February 19, 2019 (“RESO 02-2019”) which approved a Memorandum Of Understanding (“MOU”) between OCII and the Department of Public Works (“Department”) for design, securing of a construction permit, advertisement and bidding of a construction contract, and construction management through final closeout regarding Hunters Point Building 101 (“Project”), for a term of four years, with the full cost of construction and Public Works services not to exceed \$5,581,677, the OCII Commission has determined the Project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Title 14 of the California Code of Regulations Section 15301, because the Project consists of repair, maintenance, and minor alteration of an existing structure, and will not directly cause any change in the physical environment; and

WHEREAS, The City and County of San Francisco, including the Board of Supervisors, Mayor, the Public Works Commission (“Commission”), and the Department, has taken and will take a variety of actions related to the Project, acting in the City’s capacity as a responsible agency as such term is defined in CEQA, Public Resources Code, Section 21069, and CEQA Guidelines Section 15381; and

WHEREAS, RESO 02-2019 has been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, On July 1, 2020, San Francisco Public Works awarded the contract for construction services for the Project to Arana Group Inc. (Contract No. 1000015270) and issued the notice to proceed for construction for the Project on February 1, 2021; and

WHEREAS, The original contract amount was \$3,249,256.31 and the original contract duration was 333 consecutive calendar days; and

WHEREAS, On December 29, 2021, the U.S. Department of Commerce’s Economic Development Administration (EDA) approved Time Extension Amendment No. 9, 07-49-05947, Amend 9 - Cover Letter (“Cover Letter,” attachment C) to extend the project close-out schedule to January 28, 2023; and

WHEREAS, The Cover Letter has been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, On June 27, 2022, the San Francisco Office of Contract Administration approved a contract cost contingency increase of \$324,925.63 and approved an extension to the contract duration of 100 consecutive calendar days per 1000015270 - Mayor Designee Change Order Request for Increase Amount Executed 6.27.2022 ("Change Order Request," attachment D); and

WHEREAS, The Change Order Request has been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, Due to the ongoing effects of the COVID-19 pandemic and unforeseen conditions of Building 101, Public Works' construction contractor experienced shortages of contractor-supplied labor and materials and construction delays, therefore an increase of contract cost contingency of \$324,925.63 has been requested to enable the Project to execute a pending construction change order; and

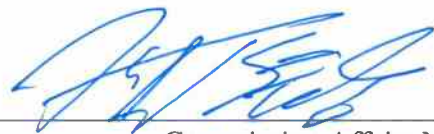
WHEREAS, In addition, an increase of 233 consecutive calendar days to the contract duration has been requested to enable the Project to extend the construction duration until the end of 2022 to close out the Project; now, therefore, be it

RESOLVED, The Commission, acting as the responsible agency under CEQA, has reviewed and considered RESO 02-2019, and hereby finds that since RESO 02-2019 was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to RESO 02-2019 due to the involvement of new significant impacts, and there is no new information of substantial importance that would change the conclusion set forth in RESO 02-2019 pursuant to CEQA; and be it further

RESOLVED, That this Commission hereby approves an increase of \$324,925.63 to the contract cost contingency and an increase of 233 calendar days to the contract duration contingency to Contract No. 1000015270, Hunters Point Building 101 Renovation Project with the Arana Group Inc.; and be it further

RESOLVED, That this Commission hereby authorizes the Director of Public Works to approve modifications to the contract for a total contract amount of up to \$4,224,033.20 and a total contract duration of up to 699 calendar day.

I hereby certify that the foregoing resolution was adopted by the Public Works Commission at its meeting of December 16, 2022.



Commission Affairs Manager
Public Works Commission