

File No. 110862

Committee Item No. 6

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: July 27, 2011

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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|-------------------------------------|--------------------------|----------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget & Legislative Analyst Report          |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ethics Form 126                              |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU                                          |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |

#### OTHER

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Completed by: Victor Young

Date: July 22, 2011

Completed by: Victor Young

Date: \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [TIDA Contract Amendment - AMEC Geomatrix, Inc. - Retroactively Extending Contract Term  
2 through June 30, 2012]

3 **Resolution approving an amendment to the contract between the Treasure Island**  
4 **Development Authority and AMEC Geomatrix, Inc., to retroactively extend the term**  
5 **through June 30, 2012.**

6  
7 WHEREAS, Former Naval Station Treasure Island is a military base located on  
8 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
9 the United States of America ("the Federal Government"); and,

10 WHEREAS, Treasure Island was selected for closure and disposition by the Base  
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
12 subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
17 conversion of the Base for the public interest, convenience, welfare and common benefit of  
18 the inhabitants of the City and County of San Francisco; and,

19 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
20 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to  
21 Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (1) authorized the  
22 City's Board of Supervisors to designate the Authority as a redevelopment agency under  
23 California redevelopment law with authority over the Base, and (ii) with respect to those  
24 portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority  
25 to administer the public trust for commerce, navigation and fisheries as to such property; and,

1           WHEREAS, On October 17, 2005, the Board of Directors adopted Resolution No. 05-  
2 039-10/12 designating the Office of Economic and Workforce Development as the lead  
3 negotiator in all negotiations related to the overall redevelopment and conversion of the Base  
4 to civilian uses, including without limitation, negotiations regarding the terms and conditions  
5 for the long term redevelopment of the Treasure Island Marina and the redevelopment of the  
6 Base; and,

7           WHEREAS, AMEC Geomatrix, Inc. ("Contractor" or "Geomatrix") was selected by the  
8 City's Department of Public Works ("DPW") as an "as-needed" contractor to provide  
9 environmental review and remediation activities based on a public Request for Proposals  
10 process; and,

11           WHEREAS, Contractor performed services under a contract with DPW for several  
12 agencies and locations, including Treasure Island; and,

13           WHEREAS, The Authority amended the contract from time to time to extend the term  
14 and to directly contract with Contractor; and,

15           WHEREAS, On February 12, 2003, because of Contractor's knowledge of the Navy's  
16 environmental remediation program at the Base, the Authority authorized the Executive  
17 Director to execute a new contract with Contractor for an amount not to exceed \$541,000 to  
18 perform certain services, including monitoring the Navy's on-going environmental remediation  
19 program; and,

20           WHEREAS, On June 9, 2004, the Authority extended the term of the Geomatrix  
21 contract for an additional two (2) months; and,

22           WHEREAS, On December 8, 2004, the Authority retroactively extended the term of the  
23 contract through June 30, 2005 and increased the not-to-exceed amount of the Geomatrix  
24 contract to \$719,000; and,

1           WHEREAS, On July 13, 2005, the Authority retroactively extended the term of the  
2 Geomatrix contract through June 30, 2006 and increased the not-to-exceed amount of the  
3 contract to \$899,000; and,

4           WHEREAS, On May 31, 2006, the Authority extended the term of the Geomatrix  
5 contract through June 30, 2007 and increased the not-to-exceed amount of the contract to  
6 \$1,097,000; and,

7           WHEREAS, On May 9, 2007, the Authority extended the term of the Geomatrix  
8 contract through June 30, 2008 and increased the not-to-exceed amount of the contract to  
9 \$1,277,000; and,

10           WHEREAS, On May 14, 2008, the Authority extended the term of the Geomatrix  
11 contract through June 30, 2009 and increased the not-to-exceed amount of the contract to  
12 \$1,439,000; and,

13           WHEREAS, On May 13, 2009, the Authority, with Board of Supervisors approval,  
14 extended the term of the contract through June 30, 2010 and increased the not-to-exceed  
15 amount of the contract to \$1,619,000; and,

16           WHEREAS, On July 1, 2010, the Authority, with Board of Supervisors approval,  
17 extended the term of the contract through June 30, 2011 and increased the not-to-exceed  
18 amount of the contract to \$1,799,000; and,

19           WHEREAS, The Authority believes that the on-going role of Contractor is important  
20 and merits amendment of the existing contract in order to (a) maintain the continuity of  
21 oversight of the Navy's environmental remediation program; (b) avoid the potential challenges  
22 associated with the learning curve inherent in selecting and bringing a new engineering  
23 contractor up to speed; and (c) continue to assist the Authority in property transfer and master  
24 developer negotiations to protect the Authority's interests and to support the redevelopment  
25 plans; and,

1           WHEREAS, The Authority desires to amend the contract with Contractor to extend the  
2 term of the contract, consistent with the Authority's need for on-going monitoring of the Navy's  
3 environmental cleanup program; and,

4           WHEREAS, On June 22, 2011 at a properly noticed meeting, the Authority authorized  
5 the Treasure Island Project Director to execute the amendment to the contract with Contractor  
6 to extend the term thereof through June 30, 2012; and,

7           WHEREAS, The Act requires the Board of Supervisors' approval of any contract that  
8 the Authority enters into prior to the adoption of a redevelopment plan for the Base if the  
9 contract is worth more than \$1,000,000 or has a term of ten years or more; and,

10           WHEREAS, The contract, as amended, is a contract for an amount in excess of  
11 \$1,000,000; now therefore be it

12           RESOLVED, That the San Francisco Board of Supervisors hereby approves the  
13 amendment to the Geomatrix contract; and, be it

14           FURTHER RESOLVED, That the San Francisco Board of Supervisors hereby  
15 authorizes the Treasure Island Development Project Director to execute and enter into the  
16 amendment to the Geomatrix contract in substantially the form of the amendment to the  
17 Geomatrix contract on file with the Clerk of the Board of Supervisors in File No. 110862, which  
18 is hereby declared to be a part of this motion as if set forth fully herein, and any additions,  
19 amendments or other modifications to such amendment (including, without limitation, its  
20 exhibits) that the Treasure Island Development Project Director determines, in consultation  
21 with the City Attorney, are in the best interests of the Authority and do not otherwise materially  
22 increase the obligations or liabilities of the Authority, and are necessary or advisable to  
23 effectuate the purpose and intent of this resolution.

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25 **RECOMMENDED:**

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TREASURE ISLAND DEVELOPMENT AUTHORITY

By:  \_\_\_\_\_

Rich Hillis  
Treasure Island Development Project Director

**TREASURE ISLAND DEVELOPMENT AUTHORITY  
CITY AND COUNTY OF SAN FRANCISCO**

**NINTH AMENDMENT**

THIS NINTH AMENDMENT (this "Amendment") is made as of June 15, 2011, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

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

**1. Definitions.** The following definitions shall apply to this Amendment:

**(a) Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, a Fifth Amendment dated July 1, 2007, a Sixth Amendment dated July 1, 2008, a Seventh Amendment dated July 1, 2009, and an Eighth Amendment dated July 1, 2010.

**(b) Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**(a) Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2012.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

