



3

DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 207
915 I STREET
SACRAMENTO, CA
95814-2673

OFFICE OF THE DIRECTOR

916-449-5283

ADMINISTRATION
916-449-8747

November 27, 1990

Budget and Finance/Transportation and
Community Development Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: CONSULTANT SERVICES AGREEMENT FOR PROJECT MANAGEMENT OF THE AIR
QUALITY/PARKING MANAGEMENT STUDY

SUMMARY

This report recommends that the Joint Committee forward to the full City Council the attached resolution which authorizes the execution of a consultant services agreement with Decision Economics to provide project management services for the Air Quality/Parking Management Study. This item is being heard by both the Budget and Finance/Transportation and Community Development Committee and the City Council on this date because there is a need to expedite the hiring of a project manager to facilitate and manage the Air Quality/Parking Management Study. The Request for Proposal (RFP) for this study is intended to be released very soon, and a project manager should be hired immediately in order to be involved in the study process from the beginning.

BACKGROUND INFORMATION

Please see attached City Council report.

FINANCIAL DATA

Please see attached City Council report.

POLICY CONSIDERATIONS

Please see attached City Council report.

MBE/WBE EFFORTS

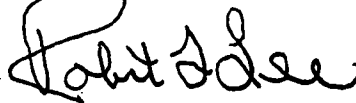
Please see attached City Council report.

Budget and Finance/Transportation and
Community Development Committee
Consultant Services Agreement for Project Management
of the Air Quality/Parking Management Study
November 27, 1990
Page 2

RECOMMENDATION

It is recommended that the Joint Committee forward to the full City Council the attached resolution which authorizes the execution of a consultant services agreement with Decision Economics to provide project management services for the Air Quality/Parking Management Study.

Respectfully submitted,



ROBERT L. LEE
Deputy Director of Public Works

RECOMMENDATION APPROVED:



JACK R. CRIST
Deputy City Manager

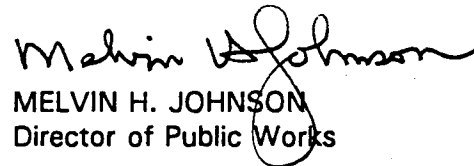
Contact Person:

ROBERT L. LEE
Deputy Director of Public Works
449-5283

Attachment

RLL:sm
RLL4-29.COU
11.09.90

APPROVED:



MELVIN H. JOHNSON
Director of Public Works

November 27, 1990
All Districts



DEPARTMENT OF
PUBLIC WORKS

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

November 27, 1990

CITY HALL
ROOM 207
915 I STREET
SACRAMENTO, CA
95814-2673

916-449-5283

ADMINISTRATION
916-449-8747

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: CONSULTANT SERVICES AGREEMENT FOR PROJECT MANAGEMENT OF THE AIR
QUALITY/PARKING MANAGEMENT STUDY

SUMMARY

This report recommends that the City Council authorize the City Manager and City Clerk to execute a consultant services agreement with Decision Economics to provide project management services for the Air Quality/Parking Management Study. This report is also being heard by the Budget and Finance Committee on November 27, 1990 because there is a need to expedite the hiring of a project manager to facilitate and manage the Air Quality/Parking Management Study. The Request for Proposal (RFP) for this study is intended to be released very soon, and a project manager should be hired immediately in order to be involved in the study process from the beginning.

BACKGROUND INFORMATION

On March 27, 1990, the Departments of Planning and Development and Public Works presented a staff report titled "Improving Air Quality Through Parking Policies" to the Transportation and Community Development Committee. This report was a response to the City Council's request of January 23, 1990, for staff to develop and present a set of interim parking policies designed to reduce the environmental impacts of major projects development. The March 27 report outlined numerous short-term parking policy changes and, in addition, recommended that a comprehensive evaluation of parking regulations/strategies vis-a-vis air quality be undertaken in order to address the long-term strategies that would be directed toward air quality improvements.

Because of the size and nature of this Air Quality/Parking Management Study, a project manager is needed to manage and coordinate the needs of all the participants including representatives from the environmental community, the State, merchant groups, developer groups, the Chamber of Commerce, the Sacramento Area Council of Governments (SACOG), the Air Quality Management District, Regional Transit, the Sacramento Housing and Redevelopment Agency, and other staff from various City and County departments. The project manager will also administer the contract for the Air Quality/Parking Management Study.

Staff from the Departments of Planning and Public Works and the City Manager's office interviewed several prospective consultants for the position of project manager and selected Robert C. Schaevitz of Decision Economics based upon the nature and extent of his experience in the fields of financial analysis, road use planning and transportation issues, especially parking. Mr. Schaevitz's experience includes participation in similar studies in Albuquerque, Santa Fe, Virginia Beach, Huntington Beach, and Fort Collins.

City Council
Consultant Services Agreement for Project
Management of the Air Quality/Parking Management Study
November 27, 1990
Page 2

FINANCIAL DATA

The consultant services agreement with Decision Economics shall be for an amount not to exceed \$57,500, which includes \$51,000 for compensation and \$6,500 for miscellaneous expenses. Funding for this agreement is available in the Parking Operating Budget.

POLICY CONSIDERATIONS

The action of hiring a consultant to manage the Air Quality/Parking Management Study is consistent with the direction given to staff on March 27, 1990, by the Joint Committee to proceed with the process for developing a long-term public/private parking strategy.

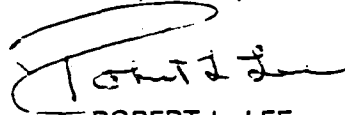
MBE/WBE EFFORTS

Three prospective consultants were interviewed for this project. Two were MBE/WBE eligible. The contract was initially extended to an MBE/WBE candidate. The contract was declined. Decision Economics is a small business firm.

RECOMMENDATION

It is recommended that the City Council approve the Consultant Services Agreement between the City and Decision Economics and adopt the attached resolution authorizing the City Manager and City Clerk to execute the agreement.

Respectfully submitted,



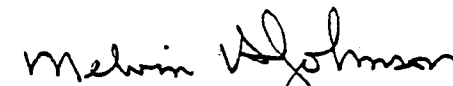
ROBERT L. LEE
Deputy Director of Public Works

RECOMMENDATION APPROVED:

WALTER J. SLIPE
City Manager

Contact Person:
ROBERT L. LEE
Deputy Director of Public Works
449-5283

APPROVED:



MELVIN H. JOHNSON
Director of Public Works

November 27, 1990
All Districts

Attachment
RLL:sm
RLL4-29.COU
11.13.90

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH DECISION ECONOMICS
TO PROVIDE PROJECT MANAGEMENT SERVICES FOR
THE AIR QUALITY/PARKING MANAGEMENT STUDY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager and City Clerk are hereby authorized to execute an agreement in the amount of \$57,500 with Decision Economics to provide project management services for the Air Quality/Parking Management Study.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

This requirement may, however, be waived in individual cases at the discretion of the City.

(3) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided, however, that in no event will a carrier with a rating below B:IX be acceptable.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative named in Exhibit A.

G. Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph F above have not been provided.

- (4) Professional Liability (Errors and Omission):
\$ N/A combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages:

- a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverages:

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City.

Reports: Consultant shall provide all reports required by the Regulations, or orders issued pursuant thereto, and will maintain its books, records, accounts, other information and its facilities as may be required by the City of Sacramento to be pertinent to compliance with such Regulations, orders and hereafter any information required of the Consultant in the exclusive possession or control of the Consultant. Consultant agrees to furnish this information, to certify to the City of Sacramento, and to report what efforts it has made to obtain

the duration of this Agreement following noted insurance:

<u>Required</u>	<u>Not Required</u>
X	
X	
	X
	X

Noncompliance: In the event of noncompliance with the nondiscrimination agreement, the City of Sacramento reserves the right to impose contract sanctions as it may determine, including, but not limited to:

1. Stoppage of payments to Consultant under the agreement if the consultant complies;

2. Termination, or suspension of the agreement in whole or in part.

Provisions: Consultant shall include the provisions of paragraphs A through E in every contract for the procurement of materials and services, unless exempt by Regulations, order, or contract issued pursuant thereto. Consultant shall comply with respect to any Regulations, orders issued pursuant thereto. Consultant shall comply with respect to any subcontract or contract with the City of Sacramento may direct as a result of such provisions including sanctions provided, however, that in the event of a claim involving the Consultant, or a subcontractor or supplier as a result of the Consultant's negligence, the Consultant may request the City to enter into a contract to protect the interests of the City.

as broad as:

1. Automobile liability (California Automobile Liability) form number GL 0404 (Ed. 10/68);

2. Automobile liability (California Automobile Liability) form number CA 0001 (Ed. 10/68);

3. Workers' compensation as required by the Labor Code of California, and Employers' Liability;

4. Professional liability (Errors and Omissions) form number GL 0404 (Ed. 10/68);

limits no less than:

1. Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

2. Automobile Liability: \$300,000 combined single limit for bodily injury and property damage.

3. Workers' compensation and Employers' Liability: limits as required by the Labor Code of California and the State of California and the limits of \$1,000,000 per occurrence.

9. Indemnity and Hold Harmless. The Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from the negligent acts, errors and omissions of the Consultant in the performance of this contract. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.
10. Equal Employment Opportunity. During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:
- A. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".
- B. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, martial status, physical handicap or sexual preference.

7. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.
8. Termination. Both parties shall have the right to terminate this Agreement at any time by giving notice of such termination to the other party. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement. In the event City shall terminate this Agreement:
- (1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

Handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.
 - (2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - (3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to reasonable value of the services rendered by Consultant, the decisions of a mutually agreed upon arbitrator shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

EXHIBIT D

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Consultant shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH: Decision Economics, Inc.

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City will furnish facilities or equipment for this Agreement as follows:

- Office space and telephone when required. (Normal administrative and other tasks not requiring direct interaction with City staff will be conducted in the Consultant's office.)
- Office supplies
- Clerical support when required. (Consultant will obtain additional clerical support from an independent contractor and will invoice the services at cost.)

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH: Decision Economics, Inc.

FEE SCHEDULE/MANNER OF PAYMENT

1. Consultant shall submit a statement for services rendered on a monthly basis. The City shall reimburse the consultant within ten (10) days from receipt of billings for services requested by the City. The total cost to the City shall not exceed \$57,500.
2. The term of this agreement will be for the balance of the 1990-91 fiscal year. Total annual compensation for personnel services will not exceed \$51,000, based on half-time effort and an hourly rate of \$75/hour.
3. Local travel, out-of-town travel, registration fees, and miscellaneous costs shall be billed at cost based on receipts submitted. Mileage will be paid at \$0.28 per mile.
4. The Consultant shall retain payroll and payment information that supports the submitted invoices and shall allow the City access to these records at the City's request.
5. The term of this agreement shall be from the effective date of this contract through July 31, 1991, or until terminated in writing by the Director of Public Works.
6. Requests for payment shall be sent to:

Mary Wray
City of Sacramento
Department of Public Works
915 I Street, Room 207
Sacramento, CA 95814

- prepare and monitor schedules
- maintain files
- prepare correspondence
- track progress of participants
- report to management on study developments

Parties acknowledge and agree that consultant will provide services associated with management of the Air Quality/Parking Management Study, and any other requested services, at an average level of effort of no more than twenty (20) hours per week. In the event that the effort associated with required or requested services deviates significantly (at least five [5] hours per week more) from this level of effort over a sustained period of time (at least three consecutive weeks), parties agree to renegotiate these terms to their joint satisfaction.

2. Consultant shall act as contract technical administrator for the study consultant.
3. To the extent that time remains after completion of regular study management and reporting activities consultant shall perform any other tasks related to the Air Quality/Parking Management Study as may be assigned by the Director of Public Works Department.
4. The term of this agreement shall be from the effective date of this contract through July 31, 1991, with a mandatory mid-point review. The mid-point review shall be accomplished no later than March 31, 1991. The terms of this agreement and the scope of work will be reviewed and revisions made based on mutual agreement between the consultant and the Director of Public Works.
5. Changes to any part of this contract shall be permitted through the mutual written agreement of the parties. Changes may be proposed by either party at any time during the period of performance.

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY: Decision Economics, Inc.

1. Representatives:

The City Representative for this Agreement is:

<u>Mary Wray</u>	<u>Asst. to the Trans. Div. Mgr.</u>	<u>916-449-8523</u>
(Name)	(Title)	(Telephone)

All consultant questions pertaining to this Agreement will be referred to the above named person, or the representative's designee.

The Consultant Representative for this Agreement is:

<u>Bob Schaevitz</u>	<u>President</u>	<u>916-486-8042</u>
(Name)	(Title)	(Telephone)

All City questions pertaining to this Agreement will be referred to the above named person. All correspondence to the City will be addressed to:

Mary Wray
City of Sacramento
Public Works Department
915 I Street, Room 207
Sacramento, CA 95814

2. The Consultant will provide the following services as part of the Air Quality/Parking Management Study, a joint project of the City, County, and Metropolitan Air Quality Management District:

1. Consultant shall accomplish tasks necessary to manage and coordinate the needs of the participants (City Council, Board of Supervisors, Policy Advisory Committee, Technical Advisory Committee, Project Management Team, City Manager Facilitator, and the study consultant, as shown in Attachment A) in the completion of the study.

This work shall include but may not be limited to:

- attend meetings
- make presentations
- prepare agendas
- publish minutes

4. General Provisions. The general provisions set forth in Exhibit "D", which include insurance requirements are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.
5. City Representative. The City Representative specified in Exhibit "A", or the representative's designee, shall administer this Agreement for the City.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

City of Sacramento
A Municipal Corporation

City:

Walter J. Slipe
City Manager

Consultant:

Robert C. Schaevitz
President
Decision Economics, Inc.

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Attachments:
Exhibit A Exhibit C
Exhibit B Exhibit D

Proj. Name: Air Quality/Parking
Management Study
Department: Public Works
Division: Parking

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Agreement is made at Sacramento, California, as of _____, by and between the City of Sacramento, a municipal corporation ("City") and Decision Economics, Inc., who agrees as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement. Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A". Consultant shall not be compensated for services outside the scope of Exhibit "A" unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity and (b) the City, after notice, approves the additional service and amount of compensation therefor.
2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit "B"; or, if no manner be specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.
3. Facilities and Equipment. Except as set forth in Exhibit "C", Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit "C" according to the terms and conditions set forth in Exhibit "C".