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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

CITY MANAGER'S OFFICE

RECEIVED
FEB 25 1981

February 19, 1981

Housing Authority of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Contract for Professional Services - Land Surveying
Scattered Sites in Oak Park

SUMMARY

Adoption of the attached resolution authorizes the Interim Executive Director to enter into a contract for professional services with Datum Surveys to undertake HUD mandated land surveys for the 16 sites to be acquired in the Oak Park neighborhood under HUD's Conventional Scattered Site program.

BACKGROUND

In order to obtain the final approval from the Department of Housing and Urban Development (HUD) for the participation in the cost of acquisition, all of the sites must be land surveyed. The contractor must provide to the Agency for eventual transmission to HUD the following documents:

1. Boundary and topographic site surveys
2. Accurate new legal descriptions
3. Property corner marks or monuments
4. Location and dimensions of all rights-of-way or easements
5. Location and size of utilities
6. Written reports on the information obtained from the surveys

Three firms were selected for evaluation by staff based upon previous experience with the Agency. Each firm was evaluated on the following

APPROVED
SACRAMENTO HOUSING AUTHORITY

Date 3/3/81

3-3-81

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factors:

1. Interest in performing the work
2. Familiarity with the work elements in this specific assignment
3. Ability to perform the work as requested

FINANCIAL IMPACT

The cost of this contract will be paid from Community Development Block Grant funds (scattered site acquisition program) which will be reimbursed at a later time by HUD funds earmarked for this project (Cal 5-23). Total cost of the contract is not to exceed \$11,500.00.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of February 19, 1981 the Sacramento Housing and Redevelopment Commission adopted a motion recommending the Agency retain Datum Surveys for professional land survey services. The votes were recorded as follows:

AYES: Fisher, Knepprath, Luevano, A. Miller, Serna,
Teramoto, Walton, B. Miller
NOES: None
ABSENT: Coleman

RECOMMENDATION

The staff recommends adoption of the attached resolution which authorizes the Executive Director to enter into a contract with Datum Services not to exceed \$11,500.00 to provide land survey services on 16 scattered sites in the Oak Park neighborhood.

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Interim Executive Director

TRANSMITTAL TO COUNCIL:

Walter J. Slipe

WALTER J. SLIPE
City Manager

Contact Person: Leo T. Goto

RESOLUTION NO. HA 81-018

Adopted by the Housing Authority of the City of Sacramento

MAR 3 1981

AUTHORIZING THE EXECUTIVE DIRECTOR TO
ENTER INTO CONTRACT WITH DATUM SURVEYS

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY
OF SACRAMENTO:

1. The Executive Director is authorized to enter into
a contract for professional services with Datum Surveys for land
surveys for sixteen sites in Oak Park in an amount not to exceed
\$11,500.

CHAIRMAN

ATTEST:

SECRETARY

APPROVED
SACRAMENTO HOUSING AUTHORITY

Date 3/3/81

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on _____, 1981, by and between the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public corporation (Authority) and DATUM SURVEYS, a sole proprietorship (Contractor).

1. SCOPE OF SERVICES

The contractor agrees to perform all the necessary land surveying services set forth below in connection with sixteen separate non-contiguous sites in the Oak Park area. It is understood that some sites are composed of more than one parcel.

- a. Perform boundary and topographic site surveys;
- b. Prepare accurate new legal descriptions;
- c. Set property corner marks or monuments;
- d. Determine location and dimensions of all rights-of-way or easements;
- e. Determine the location and size of utilities;
- f. Provide the Authority with written reports on the information obtained from the surveys.

2. TIME OF PERFORMANCE

The services of the Contractor shall commence upon execution of this Agreement and shall be undertaken and completed in such sequence as to assure its prompt completion in light of the purposes of this Contract. In any event, all of the required services for each site shall be completed and each of the required reports shall be submitted to the Agency within fifteen (15) days after the Authority submits to the Contractor the parcel number of the sixteenth and final site.

3. COMPENSATION

For all services satisfactorily performed, Authority shall compensate Contractor in the amount of \$11,500.

4. METHOD OF PAYMENT

Authority shall pay Contractor upon the completion and submission to Authority of each group of four site survey reports the sum of \$2,875.

5. INDEMNIFICATION OF AUTHORITY

Contractor shall indemnify and save harmless the Authority from claims or liability for any injury or damages to persons or property resulting from its prosecution of work under this Contract, or resulting from errors in Contractor's reports, surveys and drawings.

6. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION DEVELOPED UNDER THIS CONTRACT

a. The parties mutually understand and agree that all professional and technical information, in the form of original drawings, data, computations, specifications, report tests, any and all other material collected or developed in connection with the work under this Contract, and all original documents, shall be forwarded to and become the sole property of the Authority. Neither the Contractor nor any of its employees or agents shall have any right to such information or documents.

b. The Contractor may retain, at its expense, such copies of the original documents as necessary for its records.

7. ADDITIONAL TERMS AND CONDITIONS

a. This Contract is subject to and incorporates the provisions of HUD Handbooks 7417.1 (dated March 10, 1977) and 7417.1 REV-1 (dated October 10, 1980). Specific reference is made to Section 6-2(b) of 7417.1 and Sections 6-25(k) & (l) of 7417.1 REV-1 attached to this contract as Exhibit "A". Contractor shall provide the Authority with the information to comply with the requirements of said HUD Handbooks.

b. Authority will provide Contractor with the necessary preliminary title reports for all sites.

c. Contractor warrants to the Authority the accuracy and correctness of its final surveys, drawings and reports submitted to the Authority.

d. This Agreement is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions (HA-201, Rev. 11/79).

APPROVED AS TO FORM:

HOUSING AUTHORITY OF THE CITY OF
SACRAMENTO

Agency Attorney

By

WILLIAM H. EDGAR
Interim Executive Director

APPROVED:

Finance Department
Funding Source _____

DATUM SURVEYS

Organization No. _____
Approved: _____

By

1116 26th Street, Suite F
Sacramento, CA 95816

7417.1

CHAPTER 6

(2) An approved copy of the Preliminary Site Report shall be retained in the project file and one shall be sent to the Assistant Secretary for Housing, Attn: Management Information Systems Division.

j. Revisions or New Information. The Field Office must review and approve any proposed revision of the boundaries of the site. Any change in the information included in the report should be communicated to the Field Office immediately.

6-2. FINAL SITE APPROVAL.

a. General. The Field Office shall not give final site approval until any TSA conditions have been met, site survey and title information have been obtained, and the site has been appraised.

(1) If the appraisal was made previously, it may have to be revised to reflect the updated information submitted by the PHA or discovered by the appraiser.

(2) Following TSA, the Field Office and the PHA shall review the actions needed to comply with any conditions stated in the TSA and the activities to be taken to obtain final site approval. Discussions between the PHA and the Field Office should cover all the steps as required by the particular production method (Chapters 7, 8 or 9).

(3) The PHA should proceed to final site approval as soon as practicable, since the Development Program cannot be approved unless final site approval has been obtained.

b. Title Information and Site Surveys. Title information in the form of a title opinion, guarantee policy or title certificate and site surveys to include property line, topographic and utility maps and the setting of monuments and landmarks are required. For turnkey projects, the PHA shall request that this information be provided by the developer and be of such scope as determined by the Field Office to adequately perform the appraisal.

c. Evidence of Site Control. For turnkey projects, the developer must submit site control in the form of an option agreement, contract of sale or other document. For turnkey preselected sites, the PHA shall obtain control of the site by option or other instrument which permits assignment by the PHA to the selected developer.

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- (3) the combined monthly gross income of all adults in each occupant household;
 - (4) the tenure (renter or owner) of each occupant household and business and the length of occupancy;
 - (5) the type of notice to be issued to each occupant; and
 - (6) the estimated cost of any required relocation assistance and the extent that CDBG funds are being made available for relocation costs.
- h. Site Control. The PHA shall submit a copy of the option agreement, purchase contract, or other document giving site control for a period of at least sixty (60) days, including extensions, from the date of PHA proposal submission. Options for sites or properties to be developed under the conventional or acquisition method shall be evidenced by an Offer of Sale of Land (Form HUD 51971) executed by each owner.
- i. Zoning. The PHA shall submit a statement addressing the adequacy of current zoning for the proposed project. If current zoning does not permit the intended use, the PHA shall identify the proposed action for rezoning and indicate the likelihood of obtaining the necessary zoning changes or variations without delaying development of the project.
- j. Title Information. The PHA shall submit title information in the form of a title opinion or report and a recordation plat to demonstrate that good title can be obtained and that there will be no encumbrances which would interfere with the development of the proposed project. At the time of transfer, title must be good and marketable, and free of any mortgage, lease, lien or other encumbrances, such as use or building restrictions, zoning ordinances, easements, or rights-of-way which would affect the value or proposed use of the site.
- k. Site Survey. The PHA shall submit a "transit survey" prepared by a surveyor or engineer, drawn to a scale of one inch to forty feet (1" = 40') or larger, showing:
- (1) the North point, property lines, and dimensions;
 - (2) the community, county, and State in which the property is located, and the lot and block number of the property and adjacent properties;

- (3) the location and dimensions of all rights-of-way or easements;
- (4) contours indicating current grades;
- (5) an outline and dimensions of any existing structures;
- (6) the location and size of utilities; and
- (7) the location of any known subsurface conditions.

1. Site Characteristics. The PHA shall submit a statement addressing the following:

- (1) the total square foot area of the site and the estimated square foot area available for constructing the proposed project after deducting areas for streets, easements, and unbuildable land;
- (2) the topographic and physical characteristics of the site, such as slopes and known subsurface conditions;
- (3) the capacity of existing streets and utilities (e.g., telephone, water, sewerage, gas, and electric) to serve the proposed project;
- (4) if substantial extension, improvement, or relocation of existing streets or utilities will be required, the PHA shall submit a written assurance from the responsible local agency that such work will be completed in time to serve the proposed project; and
- (5) the adequacy of the site for the intended use.

6-26. PROJECT DESCRIPTION. The PHA proposal shall contain a description of the proposed project concept as required by this paragraph. The purpose of the description is to illustrate the designer's intent, to verify basic compliance with applicable criteria, to estimate costs, and to judge the general qualities of the proposed project. To decrease processing time, the design documents (Chapter 9) may be submitted instead of the minimum requirements stated in this paragraph.

a. Project characteristics. The following project characteristics shall be submitted:

- (1) All Housing Types: A description of the number of:
 - (a) buildings by structure type;