

RESOLUTION NO. 83-039

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

May 10, 1983

AUTHORIZING EXECUTION OF CONTRACT WITH
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
FOR PREPARATION OF ENVIRONMENTAL IMPACT REPORT
FOR SACRAMENTO TRANSPORTATION CENTER


BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO:

Section 1. The Executive Director is authorized to execute the contract attached hereto as Attachment A, with the Sacramento Area Council of Governments for an amount not to exceed Ten Thousand Dollars (\$10,000) to prepare a draft environmental impact report for the Sacramento Transportation Center.

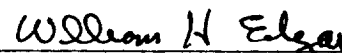
Section 2. The Redevelopment Agency of the City of Sacramento waives all claims to \$847,000 of the \$966,000 contract with Cal Trans signed on May 18, 1982 (Number 64-768), Resolution No. 82-036, including \$522,000 for State participation and \$325,000 towards construction, and the Executive Director is authorized to submit a formal request to Cal Trans to withdraw from the project and terminate the current contracts.

Section 3. The Executive Director is authorized to expend Five Thousand Dollars (\$5,000) to pay the Agency's share of an appraisal done for the Sacramento Transportation Center site in association with Southern Pacific Company.

Section 4. The Executive Director is authorized to take whatever actions are necessary to terminate the Sacramento Transportation Center Project.


CHAIRMAN

ATTEST:


SECRETARY

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ATTACHMENT A

AGREEMENT TO PROVIDE TECHNICAL PLANNING TO THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

PART I - AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1983, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (herein referred to as "Agency"), and the SACRAMENTO AREA COUNCIL OF GOVERNMENTS (herein referred to as "SACOG").

IT IS MUTUALLY AGREES as follows:

1. SCOPE OF SERVICES

SACOG shall perform all the necessary services required under this Contract in connection with the preparation of a draft and final environmental impact report for the Sacramento Transportation Center, and as set forth in the "Scope of Work, Environmental Impact Report for the Sacramento Transportation Center Study", attached hereto as Exhibit "A".

2. TIME OF PERFORMANCE

The services of SACOG shall commence upon execution of the Contract and shall be completed and the draft Environmental Impact Report shall be submitted to the Agency no later than May 15, 1983.

3. COMPENSATION AND METHOD OF PAYMENT

(a) Agency shall pay Contractor for personnel on an hourly basis in accordance with the rates set forth below:

Director	\$29.75	per hour
Assistant Director.....	\$28.27	per hour
Senior Planner.....	\$26.08	per hour
Associate Planner.....	\$21.92	per hour
Planning Analyst.....	\$14.19	per hour
Graphics Supervisor.....	\$21.86	per hour
Steno Clerk.....	\$11.25	per hour

It is understood and agreed that these rates are subject to change from time to time. Agency shall also pay SACOG for actual indirect costs incurred by SACOG in accordance with SACOG's approved cost allocation plan.

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(b) Compensation by Agency to SACOG shall be made monthly, provided Contractor, within fifteen (15) days following the end of each calendar month, submits an invoice for all amounts due under this Agreement for the previous month to the Agency. Agency shall make payment to Contractor within fifteen (15) days of receipt of invoice; provided, however, that the Agency shall withhold twenty percent (20%) of the total contract amount until the acceptance of the draft Environmental Impact Report.

(c) It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00). This fee shall constitute full and complete compensation for all services to be performed by SACOG under this Contract.

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

The parties hereto mutually understand and agree that all professional and technical information, in the form of original drawings, data, computations, report texts, and any and all other material, data and information 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 Agency except those documents prepared in connection with this Contract are funded in whole or in part by a grant provided by the State of California, and the State shall have unrestricted authority to public, disclose, distribute and otherwise use in whole or in part such documents. In addition no material prepared in connection with this Contract shall be subject to copyright in the United States or any other country. Agency agrees to make available to SACOG any information in their possession which may assist in the preparation of the environmental impact report.

5. NOTICES

All notices or other communications made pursuant to this Contract shall be in writing and shall be deemed properly delivered, given or served when either personally delivered or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses:

Agency: Mr. Bruce D. Pope, Chief of Redevelopment
Redevelopment Agency of the City of Sacramento
630 I Street (C-21)
Sacramento, California 95814

SACOG: Mr. Peter Hill, Senior Planner
Sacramento Area Council of Governments
P.O. Box 808
Sacramento, California 95804

6. TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions (Form SHRA 10/82).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY OF
SACRAMENTO

By _____
Executive Director

APPROVED AS TO FORM:

Agency Counsel

APPROVED:

Finance Department
Cost Code: 3000
Organizational Code 2400

Organizational Approval

APPROVED AS TO FORM:

Council for SACOG

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EXHIBIT "A"

SCOPE OF WORK

ENVIRONMENTAL IMPACT REPORT FOR THE
SACRAMENTO TRANSPORTATION CENTER STUDY

- I. Prepare draft Environmental Impact Report (75 copies) in accordance with California Environmental Quality Act Guidelines. At a minimum the draft Environmental Impact Report should contain the following:
 - A. DEFINITION: What constitutes a Transportation Center in terms of State Transportation Commission Funding Programs.
--Priorities for funding.
 - B. ALTERNATIVES
 1. No build
 2. Present proposal (new Terminal)
 3. Old Proposal (rehabilitation of existing Terminal)
 4. Additional potential sites within the City of Sacramento
 - (a) with AMTRAK and LRT and Buses
 - (b) with LRT and buses
 - (c) busses only--Alternative 1 should be a brief analysis identifying location of site, scope of potential development, comparison of proposed site to other alternatives.
 - C. POTENTIAL IMPACTS TO BE ADDRESS IN EACH ALTERNATIVE
 1. Environmental
 - (a) air pollution
 - (b) noise pollution
 - (c) hazardous waste
 - (i) Extent and type of contamination
 - (ii) Mitigating measures
 - (d) Traffic
 - (i) New trip generation
 - (ii) Impact on existing circulation and pedestrian environment of Old Sacramento
 - (iii) Changes in projected traffic patterns due to location of proposed station

- (f) Historic Preservation
 - (i) Identification of potentially significant historic sites on structures and related impacts
 - (ii) Physical and aesthetic relationship to existing historic features in Old Sacramento, Railroad Museum, State parks, etc.
- (g) Impacts of relocating present Greyhound and Trailways operations on users, land uses surrounding present stations, etc.
- (h) Compatibility of proposed development with surrounding land uses and facilities, including Old Sacramento businesses, historic uses, transient facilities, etc.

2. Transportation

- (a) Needs of Sacramento Area and projection of peak loads through 1990.
- (b) Proposed alternatives impact on these needs
- (c) Trip generating figures--inter-modal split
- (d) Impacts on Regional Transit
 - (i) RT Bus services
 - (ii) LRT
- (e) Impacts on AMTRAK
- (f) Airport shuttle
- (g) Car rental
- (h) Downtown Air Ticket Terminal

3. Economic

- (a) Number of new jobs
- (b) Tax generation
- (c) Project feasibility
 - (i) land cost
 - (ii) clearance cost
 - (iii) relocation cost (if any)
 - (iv) construction cost
 - (v) costs of mitigation measures
 - (vi) income: tenant leases; loans; other

CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

PART II - TERMS AND CONDITIONS1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Agency/Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Agency/Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency/Authority for damages sustained by the Agency/Authority by virtue of any breach of the Contract by the Contractor, and the Agency/Authority may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Agency/Authority from the Contractor is determined.

2. TERMINATION FOR CONVENIENCE OF AGENCY/AUTHORITY

The Agency/Authority may terminate this Contract at any time by a notice in writing from the Agency/Authority to the Contractor. If the Contract is terminated by the Agency/Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

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3. CHANGES

The Agency/Authority may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency/Authority and the Contractor, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

- (a) The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees or have any contractual relationship with the Agency/Authority.
- (b) All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- (c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. ANTI-KICKBACK RULES

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108, title 18 U.S.C., section 874; and title 40 U.S.C., section 276(c)). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors hereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. WITHHOLDING OF SALARIES

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Agency/Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Agency/Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Agency/Authority for the latter's decision which shall be final with respect thereto.

8. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency/Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency/Authority, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Agency/Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- (f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of subparagraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Agency/Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency/Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient for Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of requirements issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition to the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

In order to comply with the Section 3 requirements, the bidder shall indicate, along with his bid, what affirmative action processes he has used in soliciting bids from business concerns listed on the Registry. Forms for the bidders' use are included in the Project Manual. These completed Section 3 Affirmative Action forms must be submitted with the proposal.

Good Faith Effort. Each contractor or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (2) Identifying, of the positions identified in Paragraph (1) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying, of the positions identified in Paragraph (1) of this section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees.
- (4) Establishing, of the positions identified in Paragraph (3) of this section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this section with lower income project area residents.

10. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

11. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Agency and the State. The Contractor shall be as fully responsible to the Agency and the State for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

13. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Agency/Authority; Provided, however, that claims for money due or to become due the Contractor from the Agency/Authority under this Contract may be assigned to a bank or trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Agency/Authority.

14. INTEREST OF MEMBERS OF AGENCY/AUTHORITY

No member of the governing body of the Agency/Authority, and no other officer, employee or agent of the Agency/Authority who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

16. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

17. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any portion thereof or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

18. MONITORING

- (a) The Agency/Authority shall monitor the program adequacy of the Contractor in a manner which Agency/Authority deems most effective. Contractor shall cooperate with Agency/Authority in such monitoring.
- (b) Contractor shall prepare and submit to Agency/Authority reports in the form and manner prescribed by Agency/Authority.
- (c) Such reports shall be subject to audit by the Agency/Authority as required by Federal regulations or local requirements.

19. RECORDS

Contractor shall keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with provisions of OMB Circular No. A-102 Attachment G (as amended), and shall document all transactions so the Agency/Authority may properly audit all expenditures made pursuant to this Contract. Contractor shall maintain and preserve all records related to this Contract in its possession for a period of three (3) years from the effective date of the Contract, unless otherwise directed by Agency/Authority. All books, records and accounts kept by Contractor in connection with the performance of this Contract shall be made available for inspection by representatives of the Federal Government and/or Agency/Authority staff as required to monitor or audit the program.

20 . CONFLICT OF INTEREST

No member, officer, or employee of Contractor, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

** ** *