

RESOLUTION NO. 90-034

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF April 24, 1990

AUTHORIZING EXECUTION OF AGREEMENT
FOR SCALE MODEL
ROMA DESIGN GROUP

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

Section 1: The Executive Director is hereby authorized to execute the agreement attached hereto as Exhibit "A" for professional services with Roma Design Group for construction of a 1"=50' scale model of Downtown Sacramento.

Section 2: The maximum compensation under this agreement shall not exceed FIFTY THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$50,386), including all deposits and/or advance of funds.



CHAIR

ATTEST:



SECRETARY

1100WPPW(619)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 90-034

DATE ADOPTED: APR 24 1990

CONTRACT FOR PROFESSIONAL SERVICES
ROMA DESIGN GROUP

Part I - Agreement

THIS AGREEMENT, entered into this _____ day of _____, 1990, by and between the City of Sacramento ("City"), the Redevelopment Agency of the City of Sacramento ("Agency"), and the Roma Design Group, a California Corporation ("Consultant").

WITNESSETH:

The parties hereto mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to have the Consultant construct a 1"=50' scale model of the Southern Pacific Rail Yard, the Richards Boulevard Project Area and portion of Downtown Sacramento ("Project"), as set forth in Exhibit "A," Description of Scale Model, which is incorporated herein by reference.

2. SCOPE OF SERVICES

(a) The Agency hereby engages the Consultant and the Consultant agrees to perform all the necessary services as described in Exhibit "A."

3. TIME OF PERFORMANCE

The Consultant shall commence work on the Project described herein upon execution of this Agreement and shall complete the Project and submit it to the City and Agency by September 30, 1990, or within one hundred eighty (180) days from the date of this Agreement, whichever is sooner.

4. COMPENSATION

Consultant shall be paid a fixed fee of NINETY-THREE THOUSAND EIGHTY-SIX DOLLARS (\$93,086), under this Agreement.

The City of Sacramento shall compensate the Consultant in an amount not to exceed FORTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$42,700), which includes any applicable sales tax.

The Agency shall compensate the Consultant in an amount not to exceed FIFTY THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS (\$50,836), which includes any applicable sales tax.

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6. INFORMATION AND DATA

City and Agency shall furnish to Consultant all pertinent data or information which the City and Agency may possess during the time of performance of the duties under this Agreement.

7. INDEMNIFICATION OF AGENCY

Consultant shall indemnify and hold the City and Agency harmless from any liability or costs of any kind whatsoever including any and all attorney's fees or court costs for any injury or damages to persons or property resulting from the consultant, its agents or employees in the prosecution of work under this Agreement.

8. OWNERSHIP OF INFORMATION

All professional and technical information prepared by Consultant for City and Agency and all worksheets, documents and other related information developed under this Agreement shall become the property of and be delivered to the City or Agency whether upon completion of the services hereunder, or upon termination of this Agreement by City or Agency or Consultant.

In addition, Consultant agrees to prepare and furnish to City and Agency, with such frequency and in such form as City or Agency may require, reports concerning the status of Consultant's performance hereunder.

9. RECORDS AND INSPECTIONS

The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The City and Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all project data, documents, proceedings, and activities.

This Agreement consists of this Part I; Part II - Terms and Conditions; and Part III - Insurance, attached and incorporated herein by this reference.

10. AMENDMENTS

The parties contemplate that City's and/or Agency's needs may, from time to time, require amendment to Paragraph 1 (Scope of Services) hereof. Any such amendment, or any other amendment to the terms and provisions of this Agreement, shall be invalid and of no effect unless in writing signed by City or Agency and Consultant.

11. CITY/AGENCY NOT OBLIGATED TO THIRD PARTIES

The City and Agency shall not be obligated or liable hereunder to any party other than the Consultant.

12. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the City or Agency of any payment to the Consultant constitute or be construed as a waiver by the City or Agency of any breach or covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the City or Agency while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Agency in respect to such breach or default.

14. NOTICES

Any notices, bills, invoices or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

City

City of Sacramento
Planning and Development Department
1231 "I" Street, Ste. 300
Sacramento, CA 95814
Attn: Marty Van Duyn
Planning Director

Agency

Sacramento Housing and Redevelopment Agency
630 "I" Street
Sacramento, CA 95814
Attn: Thomas V. Lee
Director, Community Development

Consultant

Roma Design Group
1420 Sutter Street
San Francisco, CA 94109
Attn: Boris Dramov
President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

CITY OF SACRAMENTO

City Attorney

By _____
WALTER J. SLIPE
City Manager

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

General Counsel

By _____
ROBERT E. SMITH
Executive Director

APPROVED:

CONSULTANT:

Finance Department

By _____
President
ROMA DESIGN GROUP
1420 Sutter Street
San Francisco, CA 94109

Organization: 2455
Cost Center: A00800
Account: 4222

Federal Tax I.D. No. 94-1491043

Organizational Approval

RomaAgt

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Description of Scale Model

Product: 1"=50' Scale Model of Downtown Sacramento, Richards
Boulevard and Southern Pacific Rail Yard

Boundaries: American River - north
16th Street - east
1/2 block south of "S" Street - south
Sacramento River - west

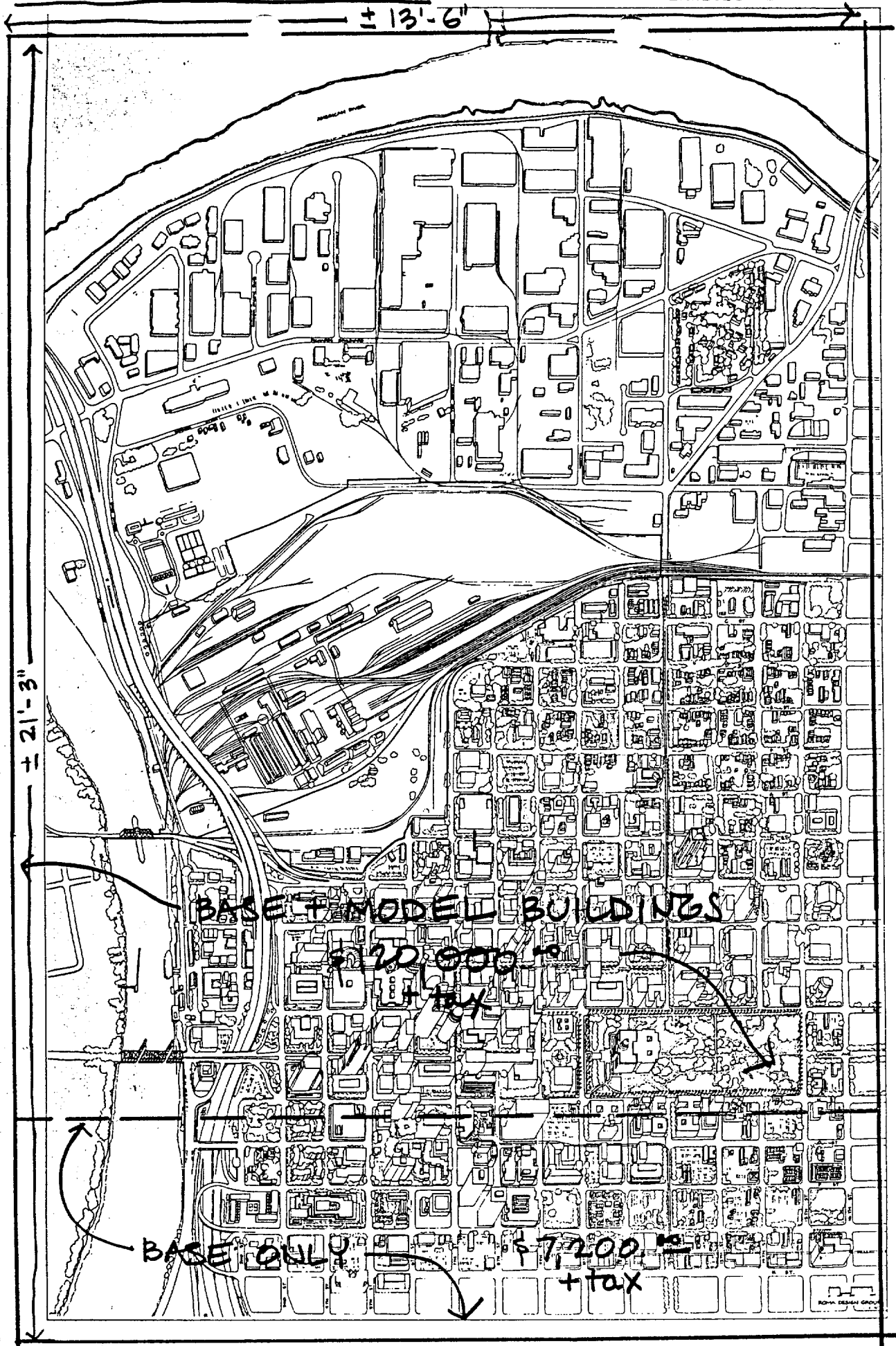
Size: 162" x 200" Base divided into six locking,
rectangular tables on wheels

Configuration: Approximately 30% of buildings will be detailed and
easily recognized. Remaining 70% will be in block
form. Existing buildings will receive one color
treatment and proposed buildings another. Streets,
plazas, parking areas, river and trees will also
receive separate color treatment.

Product Price: \$127,200 + California sales tax

Product Phase I - Base + Surroundings: June 1990
Delivery: Phase II - Completed Product: August 1990

RomaAgt



± 21'-3"

± 13'-6"

BASE + MODEL BUILDINGS

\$120,000 + tax

BASE ONLY

\$7,200 + tax