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# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

May 21, 1980

CITY MANAGER'S OFFICE  
**RECEIVED**  
MAY 21 1980

Redevelopment Agency of the  
City of Sacramento  
915 I Street  
Sacramento, CA 95814

CITY GOVERNING BOARD  
PHILLIP L. ISENBERG, MAYOR  
LLOYD CONNELLY  
BLAINE H. FISHER  
THOMAS R. HOEBER  
DOUGLAS N. POPE  
JOHN ROBERTS  
LYNN ROBIE  
ANNE RUDIN  
DANIEL E. THOMPSON

Honorable Members in Session:

**SUBJECT:** Consultant Contract for McClellan Redevelopment Plan

### SUMMARY

The attached resolution authorizes the Executive Director to enter into a contract with the planning firm of CH2M Hill for preparation of the McClellan Redevelopment Plan and related reports.

### BACKGROUND

In accordance with the adopted procedure and as a result of a request for proposals for the preparation of the McClellan Redevelopment Plan and related reports, six proposals were received by the Redevelopment Agency.

A review panel consisting of Mac Mailes (City), Kurt Findeisen (County), Louis Olivera (McClellan) Fred Godde (PAC), and Robert Roche, Brent Bleier and Ted Leonard (Agency), interviewed the six applicants on May 13, 1980. The panel was unanimous in their recommendation of CH2M Hill of Sacramento whose principal subcontractor will be LeBlanc & Co. of San Jose. The panel was particularly impressed with the qualifications and experience of Lloyd LeBlanc who has done considerable consulting work in redevelopment planning and market analysis. CH2M Hill has agreed to the \$46,000 budget recommended for this portion of the work program and the firm has agreed to accomplish the work within the five-month time frame for the first phase and within the four-month time frame for the required additional study of the survey area. The proposed contract is attached for your perusal.

COUNTY GOVERNING BOARD  
ILLA COLLIN  
C. TOBIAS (TOBY) JOHNSON  
JOSEPH E. (TED) SHEEDY  
SANDRA R. SMOLEY  
FRED G. WADE

EXECUTIVE DIRECTOR  
WILLIAM G. SELINE

P.O. Box 1834  
SACRAMENTO, CA 95809  
630 I STREET  
SACRAMENTO, CA 95814  
(916) 444-9210

**APPROVED**  
SACRAMENTO REDEVELOPMENT AGENCY

Date 5/27/80

5-27-80

# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the  
City of Sacramento  
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## FINANCIAL DATA

Total cost to the Agency for the required performance under this contract is \$46,000. These funds are part of the \$100,000 provided equally by the City, County and McClellan Air Force Base for the necessary planning of the McClellan Project. A separate contract will be entered into with the County Environmental Protection Agency for the preparation of the required EIR.

## VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of May 19, 1980, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolution. The vote was recorded as follows:

AYES: Luevano, A. Miller, Serna, Teramoto, Walton, B. Miller

NOES: None

ABSENT: Coleman, Fisher, Knepprath

## RECOMMENDATION

It is my recommendation that you adopt the attached resolution.

Respectfully submitted,



WILLIAM G. SELINE  
Executive Director

TRANSMITTAL TO COUNCIL:



WALTER J. SLIPE  
City Manager

Contact Person: Robert E. Roche

CONTRACT FOR PLANNING, ECONOMIC  
AND CERTAIN OTHER PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO and the REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO (herein jointly referred to as the "Agency"), and CH2M HILL, CALIFORNIA INC. (herein referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Agency entered into an Agreement dated April 15, 1980 with the County of Sacramento, the City of Sacramento, and the United States Air Force, providing for financial aid to the Agency in connection with the preparation of a Final Redevelopment Plan and related studies for the McClellan Redevelopment Area; and

WHEREAS, pursuant to such Agreement, the Agency is undertaking certain activities necessary for the planning and execution of the McClellan Redevelopment Project; and

WHEREAS, in this connection, the Agency desires to engage the Contractor to render certain planning, economic, engineering and other professional services in connection with the preparation of a Redevelopment Plan for the McClellan Redevelopment Project Area.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

The Agency engages the Contractor and the Contractor agrees to furnish all supervision, personnel, labor, materials, equipment and services necessary for the preparation of the Final Redevelopment Plan and related studies for the McClellan Redevelopment Project (the boundaries of said McClellan Redevelopment Project being more particularly described in Exhibit "A" attached hereto and made a part hereof).

A. REDEVELOPMENT PLAN PREPARATION

Contractor shall participate and assist the Agency in the preparation of a Redevelopment Plan. Such Plan shall be in accordance with the requirements of Part I (commencing with Section 33000) of Division 24 of the Health and Safety Code of the State of California ("Community Redevelopment Law"). Contractor shall coordinate with the appropriate governmental agencies during the preparation of the Redevelopment Plan and shall have the primary responsibility for development of the Plan. Contractor shall prepare appropriate graphics and texts for the publication of the Redevelopment Plan.

Areas to be included within the Project Area, their size and proposed use:

- West Expansion, 240 acres, presently vacant, proposed for McClellan Air Force Base warehousing and storage;
- North Expansion, approximately 218 acres, partially built up, proposed for McClellan Air Force Base "Clear Zone";
- East Expansion, 3.3 acres, presently vacant, proposed for McClellan's new Base Exchange and Commissary;
- Splinter City, 77 acres, mostly vacant with a few government buildings, proposed for a privately developed Industrial Park;
- Camp Kohler, 31 acres, mostly vacant, proposed for either light industrial or residential, or a combination of both.

(1) The Redevelopment Plan shall contain:

- (a) Description of the project
- (b) Land Use Parcelization Plan
- (c) Development Guidelines and Controls for Splinter City and Camp Kohler
- (d) Traffic Circulation Plan
- (e) Implementation strategies
- (f) Provisions necessary to meet Federal, State and local requirements

(g) Neighborhood impact.

(2) Maps

Contractor shall prepare and submit to the Agency the following maps for each of the five (5) areas that comprise the Project Area.

- (a) Original Mylar base maps for each of the five areas that make up the Project Area at a scale of 1" = 40' or 50'.
- (b) A Boundary Land Use and Circulation Map at a scale of 1" = 200' as part of the Redevelopment Plan.
- (c) A Utilities Map of the Project Area showing existing and suggested utilities at a scale of 1" = 200'.

(3) Presentations at Public Meetings and Hearings

Contractor shall assist the Agency and the Project Area Committee in presentations at a maximum of ten (10) public meetings in the community and hearings before the City Council, the County Board of Supervisors, the City and County Planning Commissions, and the Housing and Redevelopment Commission as required in the review and approval of the Redevelopment Plan. Required day meetings with committees are not considered part of the "public presentation maximum".

(4) Coordination

In the preparation of the Redevelopment Plan, Contractor shall consult and coordinate with the various departments of the City of Sacramento, the County of Sacramento, McClellan Air Force Base, the Redevelopment Agency and other governmental bodies as appropriate. Contractor shall consult with and obtain the recommendations of the McClellan Project Area Committee.

(5) Documents Provided by Agency

The Agency shall furnish the following data and information as it is required by the Contract in connection with the performance of the services required under this Contract:

- (a) All existing background information, maps, statistics, and reports on inventory material; and

(b) Preliminary Redevelopment Plan and the Project Area Committee Redevelopment Study.

(6) Submission of Draft Plan

Eight (8) copies of a draft of the Final Redevelopment Plan shall be submitted to the Agency three (3) weeks prior to final submission date for comments and recommendations.

(7) Submission of Final Plan

The Contractor shall submit the Final Redevelopment Plan to the Agency no later than November 15, 1980. Said Plan shall be submitted to the Agency along with one hundred (100) copies.

B. SPECIAL STUDIES

In conjunction with the Planning services provided hereunder, Contractor shall complete and coordinate preparation of the following Special Studies for the McClellan Project Area:

(1) Marketability and Economic Analysis

Determine the most desirable use of Splinter City and Camp Kohler (surplus properties) with appropriate recommendations for their future development including Development Guidelines and Controls; prepare separate parcelization plans of varying and adjustable size parcels for Splinter City and Camp Kohler areas; recommend tentative per square foot re-use values; identify potential market demand; identify constraints to development; and make disposition recommendations for each area.

(2) Traffic Analysis and Recommendations Including Preliminary Cost Estimates for Implementation for Splinter City, Camp Kohler, West Expansion Area and Elkhorn Boulevard

Provide an analysis and determination of traffic impacts as projected by future development of Splinter City, Camp Kohler, West Expansion Area and the undergrounding of existing Elkhorn Boulevard (or alternatives to proposed undergrounding), as proposed by the Marketability Study. Provide recommendations and preliminary cost estimates for such implementation. Elkhorn Boulevard undergrounding analysis must include a general description of the physical requirements and

parameters for constructing the underpass, i.e., width, depth, number of traffic lanes, anticipated volume, etc.

(3) Environmental Impact Report for Redevelopment Project Area and Total Survey Area

The Environmental Impact Section of Sacramento County will be under contract with the Agency to provide the required EIR for the project. However, the Contractor preparing the Redevelopment Plan shall cooperate with the EIR Consultant by providing recommended uses and other data to be included in the Plan. Such information shall be provided at the earliest possible date or within two and one-half (2-1/2) months after the execution of the Contract.

The initial EIR shall cover only the Redevelopment Project Area. After additional study of the Survey Area has been completed and if the Governing Bodies wish to expand the Project Area, an additional EIR will be prepared.

C. CONTINUED PLANNING OF STUDY AREA

Upon completion of the Redevelopment under Phase A above, Contractor will conduct research of the balance of the Study Area (Phase B and Phase C) to formulate recommendations on housing rehabilitation, insulation and public improvement programs to the City and County Redevelopment Agencies for possible expansion of the Redevelopment Project Area. Cost estimates shall be prepared for implementing such recommendations. Such further study shall be completed within four (4) months after adoption of the Redevelopment Plan (Phase A).

2. TIME OF PERFORMANCE

The services of the Contractor shall commence on June 16, 1960, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract. All Phase A services shall be completed and all reports shall have been received by the Agency no later than November 15, 1980. All Phase B services shall be completed and all reports shall have been received by the Agency no later than March 15, 1981.

Any or all of the dates on which performance is required under this Contract may be modified by written agreement of the parties.

3. COMPENSATION

Agency shall pay Contractor a fixed fee of FORTY-SIX THOUSAND

and NO/100 DOLLARS (\$46,000.00) in full and complete payment for all professional and technical services rendered pursuant to this Contract, including overhead, expenses and profit, and the preparation and reproduction of all reports required under Section 1 above. This fee shall constitute full and complete compensation for all services to be rendered under this Contract. Estimated compensation for each planning document is as follows:

(a) Redevelopment Plan Preparation (Coordination of other reports including EIR, presentations, printing, etc.)	\$18,000.00
(b) Marketability and Economic Analysis (including Parcelization Plans and Development Guidelines for Splinter City and Camp Kohler areas).	\$12,000.00
(c) Traffic Analysis and Preliminary Cost Estimates	\$ 6,000.00
(d) Additional Studies and Recommendations for balance of Survey Area for possible expansion of Redevelopment Area	<u>\$10,000.00</u>
Total	<u>\$46,000.00</u>

The above listed line items may be interchanged if required.

#### 4. METHOD OF PAYMENT

- (a) Contractor shall be entitled to receive payment of the compensation in monthly installments, based on percentage of work completed, provided that the Contractor submits to the Agency a requisition for payment indicating the work performed, specifying that such work was in conformance with this Contract, and stating that it is entitled to receive the amount so requisitioned; except that ten percent (10%) of the amount of the invoice shall be retained by the Agency. Upon completion of all of the services required under this Contract and upon acceptance by the Agency of all completed reports and plans required to be prepared by the Contractor, the Agency will pay to Contractor the balance of the ten percent (10%) retained during the life of this Contract.
- (b) It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum of FORTY-SIX THOUSAND and NO/100 DOLLARS (\$46,000.00) for all of the services required.



5. CARE OF WORK

The Contractor shall be responsible for claims relating to reasonable damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Agency.

6. INDEMNIFICATION OF AGENCY

The Contractor shall protect, defend and indemnify the Agency from claims relating to reasonable losses or damages to persons or property resulting from its prosecution of the work under this Contract.

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

- (a) The parties hereto mutually understand and agree that all professional and technical information, in the form of original drawings, data, computations, specifications, report texts, estimates, 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, and neither the Contractor nor any and all of his associates and/or consultants shall have any rights in interest hereto, provided that the Contractor shall not be liable for any use of this information, drawings, data and so forth, except as described within Contract.
- (b) The Contractor and/or his associates and consultants may retain such copies and/or reproductions, at their expense, of the original documents as necessary for their files, records and/or reference.

8. EXPERTISE OF CONTRACTOR

It is mutually understood and agreed by the parties hereto that the Contractor is skilled in the professional calling necessary to perform the work agreed to be done by it under this Contract, and the Agency relies upon the skill of the Contractor to do and perform its work in a most skillful manner, and Contractor agrees to thus perform its work, and the acceptance of Contractor's work by the Agency shall not operate as a release of Contractor from said Contract.

9. SUBCONTRACTOR

Notwithstanding any other provision hereof, this Contract is expressly conditioned upon the retention of the firm of LE BLANC & COMPANY as principal subcontractor responsible for project management, marketing studies, land use recommendations and Redevelopment Plan preparation.

10. TIME OF ESSENCE

Time is of the essence in the performance of the duties under this Contract.

11. TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions (Form RA-301, Rev. 11/79).

REDEVELOPMENT AGENCY OF THE CITY  
OF SACRAMENTO  
and  
REDEVELOPMENT AGENCY OF THE COUNTY  
OF SACRAMENTO

By \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel

CH2M HILL, CALIFORNIA INC.

APPROVED:

By \_\_\_\_\_

Title: Vice President

\_\_\_\_\_  
Finance Department

555 Capitol Mall  
Sacramento, California 95814

Employer ID # \_\_\_\_\_

\_\_\_\_\_  
Funding Source

EXHIBIT "A"

The boundaries of the McClellan Project Area are described as follows:

A. West Expansion

All that portion of property known as Rancho Del Paso as shown on the official plat thereof described as follows:

Beginning at a point on the center line of Ascot Avenue which point the easterly prolongation of the said Ascot Avenue and its intersection at the westerly most line of McClellan Air Base bears North 89° 02' East approximately 2,640 feet; thence in a most southerly direction along the said westerly line of McClellan Air Force Base to its intersection with the easterly prolongation of Santa Anna Avenue; thence in a most westerly direction along the said center line of Santa Anna Avenue a distance of 2,640 ± feet; thence along a line parallel to the westerly most line of McClellan Air Force Base to the point of beginning.

B. North Expansion

All that portion of the property situate and lying within the boundaries known as Rancho Del Paso, as shown on the official plat thereof described as follows:

Beginning at the intersection of the center line of 26th Street within the center line of Q Street; thence from the said point of beginning in a most easterly direction along the said center line of Q Street to a point 660 feet east of the center line of 30th Street; thence southerly along a straight line to its intersection with the center line of Elkhorn Boulevard; thence in a most westerly direction along said center line of Elkhorn Boulevard to its intersection with the center line of 26th Street; thence in a most northerly direction along the center line of said 26th Street to the point of beginning.

C. Camp Kohler

All that portion of property situate and lying within the boundaries known as Rancho Del Paso described as follows:

Beginning at a point of intersection of the center line of Palm Avenue with the center line of Roseville Road; thence from said point of beginning in a most northeasterly direction along the said center line of Roseville Road to

its intersection with the northwesterly prolongation of Oakhollow Drive; thence along the arch of a curve and the said center line of Oakhollow Drive to its intersection with the center line of Walerga Road; thence in a most southeasterly direction along the center line of Walerga Road to its intersection with the center line of Hillsdale Boulevard; thence along the said center line of Hillsdale Boulevard in a most southwesterly direction to its intersection with the center line of Palm Avenue; thence in a most westerly direction along the said center line of Palm Avenue to the point of beginning.

D. Splinter City

All that portion of the property situate and lying within the boundaries known as Rancho Del Paso described as follows:

Beginning at a point of intersection of the northeasterly prolongation of the southeasterly right of way line of Roseville Road with the westerly most line of Watt Avenue; thence from the said point of beginning in a most southerly direction along the said westerly right of way line of Watt Avenue to its intersection with the center line of the westerly portion of Winina Avenue; thence in a most westerly direction along the said center line of Winina Avenue North  $89^{\circ} 38' 00''$  East 1,643 feet, more or less, to a point in the southeasterly most right of way line of Roseville Road; thence in a most northeasterly direction along the said right of way line of Roseville Road to the point of beginning.

E. East Expansion

Beginning at the intersection of the center lines of E Street and 34th Street in North Highlands, Sacramento County; thence southerly along the center line of 34th Street 660 feet; thence easterly along a northerly line of McClellan Air Force Base 660 feet to the true point of beginning; thence from said true point of beginning easterly 190 feet; thence southerly 785 feet to a northeasterly point of McClellan Air Force Base; thence westerly along a northerly line of McClellan Air Force Base 190 feet; thence northerly along an easterly line of McClellan Air Force Base 780 feet to the true point of beginning, containing 3.3 acres, more or less.

## CONTRACT FOR PROFESSIONAL OR 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 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, 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 for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from the Contractor is determined.

2. TERMINATION FOR CONVENIENCE OF AGENCY

The Agency may terminate this Contract any time by a notice in writing from the Agency to the Contractor. If the Contract is terminated by the Agency 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.

3. CHANGES

The Agency 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 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 of or have any contractual relationship with the Agency.
- (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, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108, title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). 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 thereunder 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 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 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 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 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, 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 and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the 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 may direct as a means of enforcing such provisions including sanctions for non-compliance; 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, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. CONTRACTUAL REQUIREMENTS: "SECTION 3 CLAUSE"

The following clause (referred to as "Section 3 Clause") is applicable to all contracts for work in connection with a Community Development Project:

- (a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (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.
- (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 the 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.

Project Area. For purposes of this Contract, the project area includes the Target Area as shown on the accompanying map.

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. The Contractor shall be as fully responsible to the Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly 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; Provided, however, that claims for money due or to become due the Contractor from the Agency under this Contract may be assigned to a bank, 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.

14. INTEREST OF MEMBERS OF AGENCY

No member of the governing body of the Agency, and no other officer, employee, or agent of the Agency 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 Area

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 Area or any parcels therein 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. FINDINGS CONFIDENTIAL

All reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Agency.

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RESOLUTION NO. 2907

Adopted by the Redevelopment Agency of the City of Sacramento

May 27, 1980

APPROVING CONSULTANT CONTRACT WITH CH2M HILL  
McCLELLAN REDEVELOPMENT PLAN

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

1. The Executive Director is authorized to enter into a contract with CH2M HILL, California, Inc., for consultant services, including preparation of a proposed redevelopment plan and related reports, for the proposed McClellan Redevelopment Project. The amount to be paid for the consultant services shall not exceed \$46,000.

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CHAIRMAN

ATTEST:

  
SECRETARY

APPROVED  
SACRAMENTO REDEVELOPMENT AGENCY  
Date 5/27/80