



Comm. Rpt.
29

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

May 2, 1983

Redevelopment Agency of the
City of Sacramento
Sacramento, California

Honorable Members in Session

SUBJECT: Old Sacramento Waterfront - Barge

CITY MANAGER'S OFFICE
RECEIVED
MAY 4 1983
APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

SUMMARY

The attached resolution regards authorization for the Executive Director to execute a contract with DHL Marine for repairing and placing a Barge at the Old Sacramento Waterfront to serve as a temporary docking facility for tour boats. This facility will serve on an interim basis until the waterfront wharf construction is completed.

MAY 10 1983

BACKGROUND

In conjunction with the Old Sacramento Waterfront construction, staff is seeking to initiate action to acquire a temporary facility to actively encourage the initiation of commercial waterfront activities in Old Sacramento, including the docking of Tour Boats. A secondary use would be other water related activities, e.g. staff has been contacted recently regarding construction or installation of an on-the-water facility to serve as the officiating area for the July 4, 1983, Boat Races to be held on the Sacramento River in front of Old Sacramento.

To effect the project, Sacramento Housing and Redevelopment Agency recently purchased a Steel Deck Barge YC 1334 for \$2,000 from the State of California. The barge is 112 feet long, 52 feet wide and 9 feet deep. The draft is 1.5 feet. A Marine Survey was performed to determine general condition and value of the barge. The survey indicated that the barge was of World War II vintage in disrepair at this time, but very repairable for the intended use, and upon repair, would have a value at least equivalent to the amount of repairs. The barge is to be temporarily moved to the Old Sacramento Waterfront as shown on the attached location map marked Exhibit "A".

5-10-83
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(1)

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Attached as Exhibit "B" is a contract with DHL Marine whereby DHL will tow the barge to their marine yard in Antioch. There they will repair the holes in the steel deck, clean the holds, sand blast and paint, and install a wood 3 x 12' decking along with pipe stanchions and chain-rails. At the same time they will construct at the Old Sacramento Waterfront five 2-wood pile dolphins to moor the barge. Upon completion of this work DHL will tow the barge to Old Sacramento and secure the barge to the dolphin piles.

DHL will also modify the existing seawall per plans to be prepared by the Spink Corporation as a portion of the Waterfrong plan. DHL will then install a 6-foot wide gangplank (to be supplied by Sacramento Housing and Redevelopment Agency) to the barge and provide electrical service. Sacramento Housing and Redevelopment Agency will obtain all necessary permits from the Corps of Engineers, State of California, and local government agencies.

Sacramento Housing and Redevelopment Agency will insure, operate and maintain the barge and receive all income from its uses.

Two tour boat operators are currently making runs to Sacramento from the Bay Area. This facility will demonstrate an immediate commitment by the Agency of ensuring that Old Sacramento remains a destination for these tour boats. This commitment is important because of competing interests that could firm up a long-term lease that would preclude tour boats from docking in Old Sacramento. In addition, the boat races scheduled for the 4th of July weekend will be a major attraction of visitors and an immediate use of the barge. A letter from a tour boat operator and a picture of the "Pride of Baltimore" are attached as examples of proposed uses.

FINANCIAL DATA

DHL will be performing repairs, cleaning, painting and constructing a deck for a sum of \$56,000 to be paid by Sacramento Housing and Redevelopment Agency within thirty-five (35) days after completion of the work. DHL will construct wood dolphin piles in place at the Waterfront and then tow the barge to Old Sacramento and secure in place to piles and install a ramp. This work will be done for the sum of \$33,000. This amount is to be paid within 35 days of completion and acceptance of the work by Sacramento Housing and Redevelopment Agency and any other governmental agency having jurisdiction.

DHL will also perform construction work on the seawall and install electrical services per plans by the Spink Corporation and SMUD. The price for this work is not known at this time, but is estimated to be \$24,000 including Spink Corporation design services.

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The total amount estimated to be expended on this project is \$115,000 including insurance. Of this amount, \$59,000 is work that would have been normally constructed as a part of the Waterfront. The \$56,000 for barge repair and towing represents the cost to utilize the barge on an interim basis as a dock.

Estimated revenues from the commercial usage of the barge (i.e. tour boat docking and other on-river commercial uses, such as Jazz Festival or 4th of July activities) is not known at this time. A schedule of user fees will be included in the report back to the Agency.

At the completion of repairs, the barge is estimated to have a commercial value in excess of \$50,000. Funds for this project are available from the Project Area 4 Tax Increment funds for Old Sacramento Waterfront Project. Should the barge be sold in the future, funds from the sale of the barge will be returned to this original account.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of May 2, 1983, the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Angelides, Hall, Luevano, Ose, Pettit, Teramoto,
Vargas, Walton

NOES: None

ABSENT: Miller

POLICY IMPLICATION

The actions proposed in this staff report are not consistent with previously approved policy because of the following reasons:

1. The time restraints and logistics of constructing this type of project are impractical and costly.
2. The contract costs known at this time are within previous cost estimates prepared by the Agency and Spink Corporation.

RECOMMENDATION

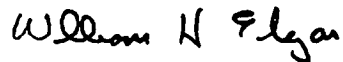
The staff recommends adoption of the attached resolution which authorizes the Executive Director to execute the contract with DHL Marine to repair and put in place the Sacramento Housing and Redevelopment Agency barge at the Old Sacramento Waterfront for

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docking purposes and directs Agency staff to report back before
June 28, 1983 regarding management and fee schedule for the
barge.

Respectfully submitted,



WILLIAM H. EDGAR
Executive Director

TRANSMITTAL TO COUNCIL:



WALTER J. SLIPE
City Manager

Contact Person: Leo T. Goto

RESOLUTION NO. 83-038

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

May 10, 1983

AUTHORIZING EXECUTION OF CONTRACT WITH
H. F. LAURITZEN, INC. IN CONNECTION WITH
REPAIR AND PLACEMENT OF BARGE
OLD SACRAMENTO WATERFRONT

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

Section 1. The Executive Director is authorized to execute a contract, in form approved by Agency Counsel, with H. F. Lauritzen, Inc., doing business as DHL Marine, to repair and place a barge at the Old Sacramento Waterfront.

Section 2. The Executive Director is directed to prepare a report back, no later than June 28, 1983, regarding management of the barge and fee schedules.

Section 3. The temporary barge will be removed and replaced with a permanent facility within two (2) years or upon completion of the first phase of the waterfront, whichever occurs first.

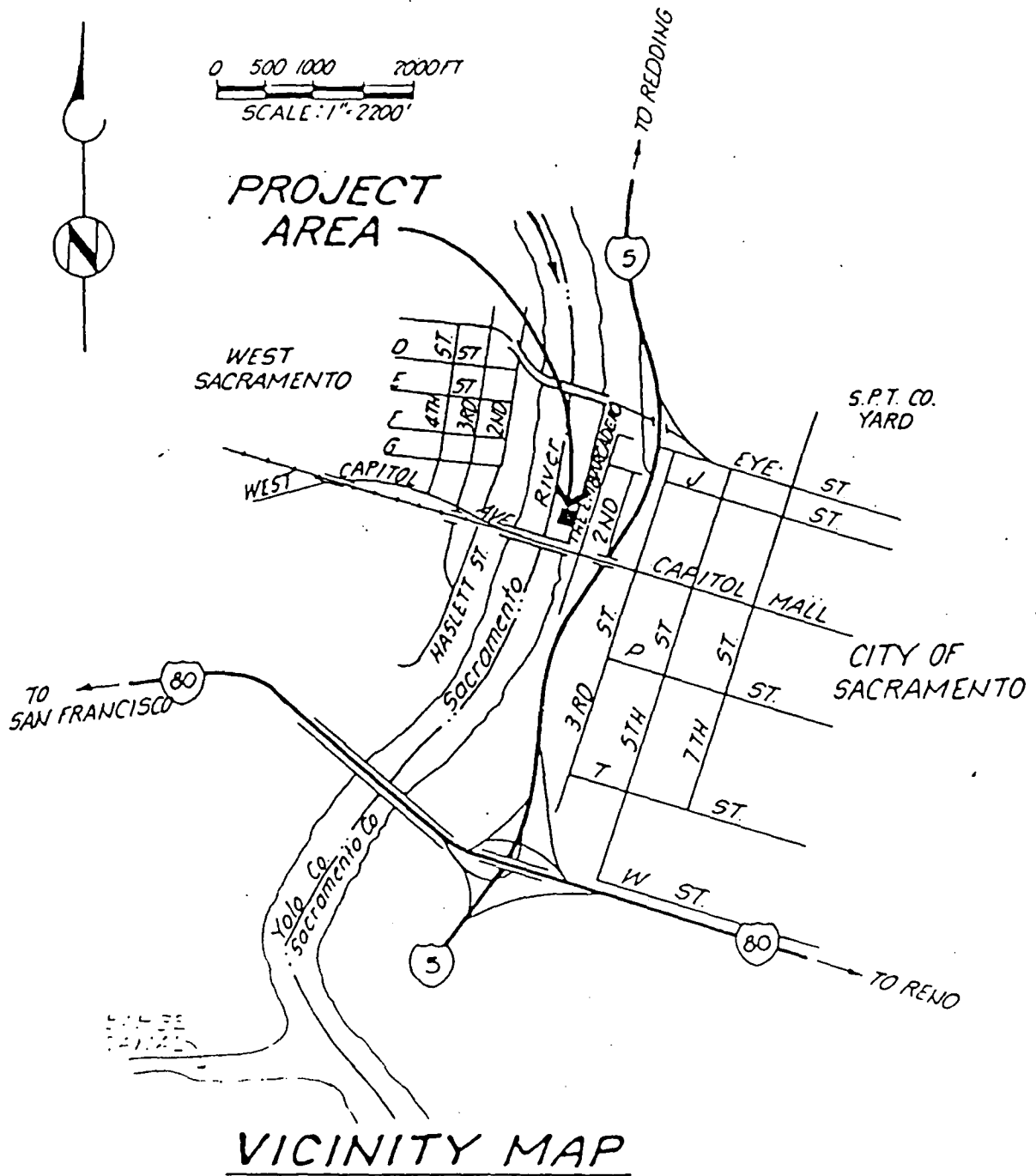
ATTEST:

SECRETARY

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

CHAIRMAN

MAY 10 1983



VICINITY MAP

PURPOSE: TEMPORARY CRUISE BOAT FACILITY
 DATUM: USGS

IN: SACRAMENTO RIVER
 AT: OLD SACRAMENTO
 COUNTY: SACRAMENTO, STATE: CALIFORNIA
 APPLICATION BY SACRAMENTO HOUSING
 AND REDEVELOPMENT AGENCY

SHEET 1 OF DATE: MAY 3 83

← Sacramento River

-17x4

-17x4

-18x0

-18x6

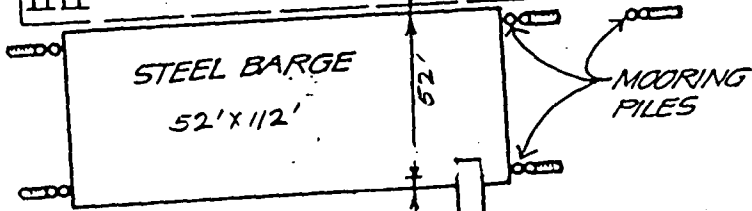
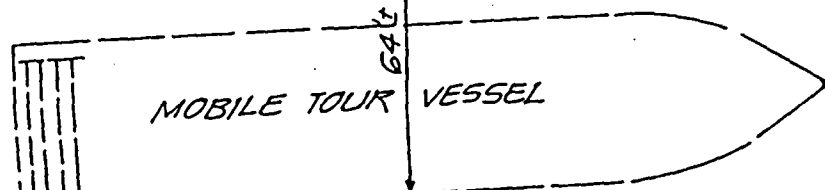
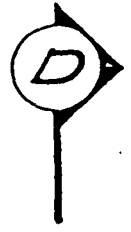
-18x6

-18x2

-5x9

EXISTING ELEVATIONS
USGS DATUM
(COE 1975)

NAVIGATION LINE



WATER SURFACE
EDGE @ EL. 3.0'

FLOOD GATE
SEE SHT. 4

EXISTING FLOOD
WALL

L STREET

PAVED
PARKING

FRONT STREET
(EMBARCADERO)

PLAN

SCALE: 1" = 50'

PURPOSE: TEMPORARY CRUISE BOAT FACILITY
DATUM: USGS

IN: SACRAMENTO RIVER
AT: OLD SACRAMENTO
COUNTY: SACRAMENTO, STATE: CALIFORNIA
APPLICATION BY: SACRAMENTO HOUSING
AND REDEVELOPMENT AGENCY
SHEET 2 OF 4 DATE: MAR. 3. 83

SACRAMENTO STEAM NAVIGATION CO.

Hal E. Wilmunder
P.O. Box 491
Carmichael, CA. 95608

May 2, 1983

Sacramento Housing and Redevelopment Agency
630 I Street
Sacramento, CA. 95814

Mr. Ted Leonard:

As you are aware, the vessel "STR ELIZABETH LOUISE" is nearing completion at our outfitting dock, possibly for operation in September.

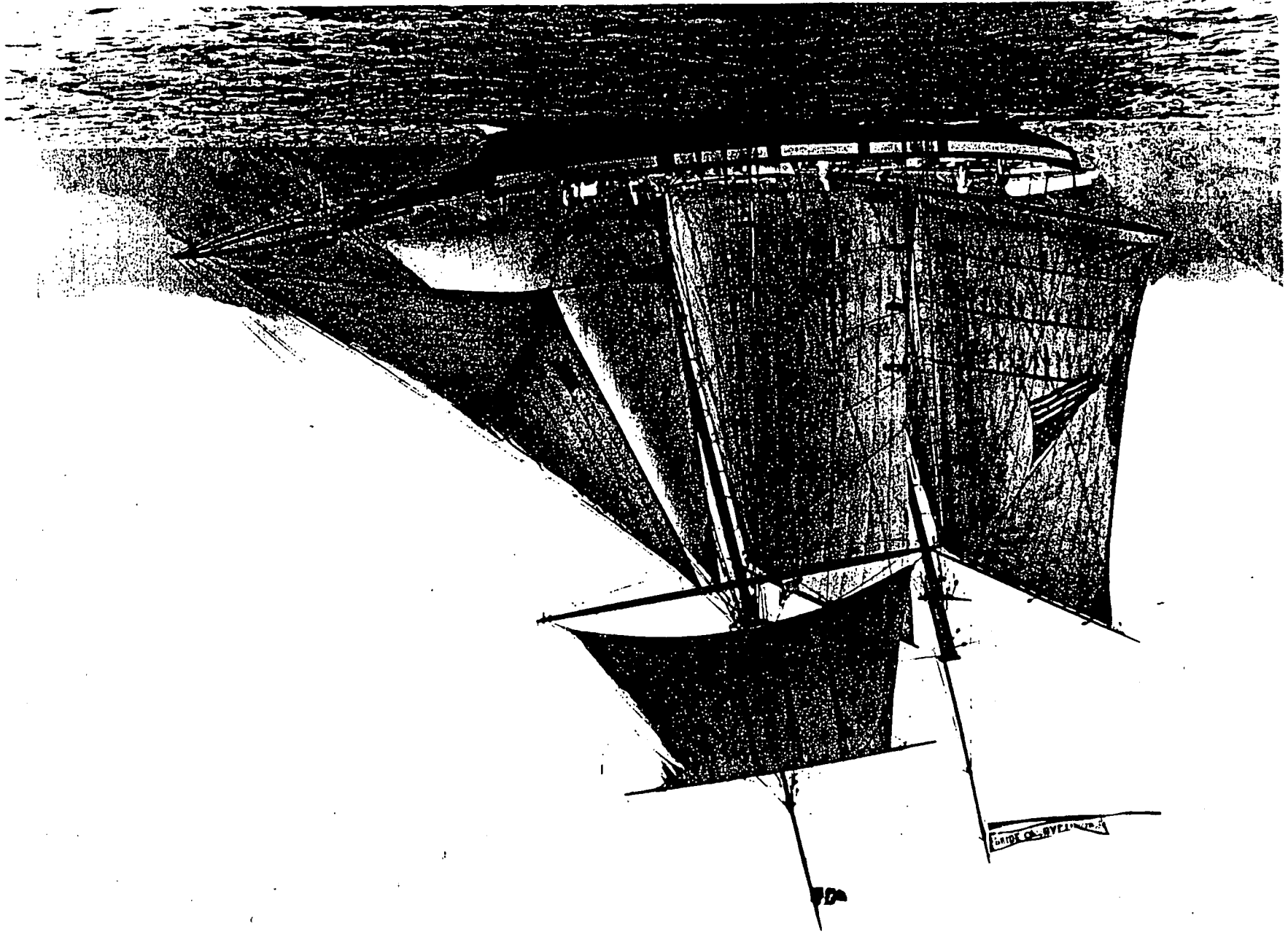
We understand that the City of Sacramento is planning to have a facility suitable for our use, in place by that time. We would like to discuss with you the usage of this dockage and passenger loading facility.

We feel that this dockage area coupled with the use of the "Stone" lock could be a more compatible and easily accessible facility than the existing terminal in the Sacramento Area.

Sincerely,



Hal E. Wilmunder



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.

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.

9. CONTRACTUAL REQUIREMENTS: "SECTION 3 CLAUSE"

The following clause (referred to as the "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 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/Authority. The Contractor shall be as fully responsible to the Agency/Authority 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/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. 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/Authority.

19. 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.

20. 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.

21. 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.

** ** *