

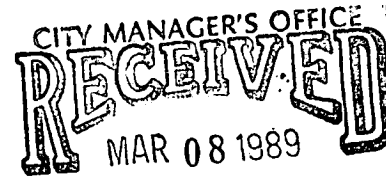


**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



*Comm Rpt
BTF*
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March 14, 1989



Redevelopment Agency of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Professional Services Contract with Nichols-Berman for Preparation of Environmental Impact Report for Capitol Mall Project (Lot A)

SUMMARY

On October 4, 1988, the Redevelopment Agency of the City of Sacramento adopted Resolution No. RA 88-074 authorizing and approving Requests for Qualifications and for development of the Capitol Mall Development Site (Lot A). The staff report accompanying that resolution stated that an Environmental Impact Report (EIR) was to be prepared during the developer selection process. At this time, the Agency is prepared to enter into a contract with Nichols-Berman of San Francisco, California, in the amount of \$70,835, to prepare an EIR for the Capitol Mall Site.

BACKGROUND

On October 4, 1988, the Redevelopment Agency of the City of Sacramento adopted Resolution No. RA 88-074, which authorized and approved issuance of a Request for Qualifications (RFQ) for a developer for the Capitol Mall Development Site (Lot A). As stated in the staff report accompanying Resolution No. RA 88-074, an Environmental Impact Report (EIR) was to be prepared during the developer selection process.

At this time, the Agency is prepared to enter into a contract with the firm of Nichols-Berman to prepare an EIR for the Capitol Mall Site. Nichols-Berman was one of two firms solicited from the Agency's Professional Services List of Qualified Consultants, to submit a proposal for preparation of an EIR for the Capitol Mall Site. Nichols-Berman's selection was based on a comparison of Scope of Work and cost.

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

35

Redevelopment Agency of the
City of Sacramento
March 14, 1989
Page 2

As outlined in the Scope of Work to be performed under the Nichols-Berman contract (Exhibit "A"), a Notice of Preparation will be issued at approximately the same time as the deadline for responses to the RFQ are due, March 15, 1989. An Administrative Draft EIR will be prepared on the project beginning in mid-April, with completion set for mid-August of 1989. During preparation of the Administrative Draft EIR, which will coincide with Phase II of the Developer Section Process, three alternative buildout scenarios will be utilized. The three alternatives are: buildout to zoning, minimum project as established in the RFQ, and maximum project. Nichols-Berman will work with Agency staff during the RFQ process to review information as it becomes available and to determine if any adjustments to the maximum buildout will need to be made.

Following the Agency's schedule (see Exhibit "B"), the Draft EIR would be published in mid-October 1989, which would coincide with the selection of the developer for the Capitol Mall Site. By this time, the City will have an accurate estimate of the scope and scale of the project, and its individual elements. These can then be incorporated into the Draft EIR as proposed by Nichols-Berman in their Scope of Work. The Final EIR will be prepared starting in mid-December, following public hearings on the Draft EIR in November, 1989. The Final EIR hearings would then be scheduled for February and March, 1990. This period coincides with the Agency's negotiation of a Development and Disposition Agreement (DDA) with the selected developer for the site. The option period for negotiating the DDA is 120 days from mid-October, 1989 to mid-February, 1990.

There are two distinct advantages to proceeding at this time with the EIR for the Capitol Mall Site. First, the project is expedited. Instead of waiting for the developer to be selected, and then preparing the EIR, a procedure which would add 9-12 months to the project, we can move forward with both the EIR and the selection process in a timely and efficient manner. Ultimately, this means the project can be completed and producing revenues sooner. Secondly, by staging the EIR review process as outlined, we can incorporate needed revisions and adaptations to the EIR as we gain a better grasp of the scope and scale of the project, and address all relevant site planning issues. At the same time, we can be apprised of problems and issues as they develop, and pass the concerns back to the developers, especially when we get to the RFP stage.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

35

Redevelopment Agency of the
City of Sacramento
March 14, 1989
Page 3

FINANCIAL DATA

The Nichols-Berman contract is for \$70,835 (Exhibit "B"). These costs will be recovered in part or all from the administrative fee, \$10,000, which will be recovered from the \$130,000 deposit required in response to the Request for Qualifications (RFQ). The Nichols-Berman informal bid was \$25,000 lower than the informal bid received from the other firm solicited for this project. At the current time, we anticipate that \$90,000 in fees will be received. Therefore, the Capitol Mall (Lot A) project budget (Organization 6300/Account 4222/Cost A00206) needs to be increased for the amount of the fees received. The fees collected will fund the contract.

ENVIRONMENTAL REVIEW

The attached contract with Nichols-Berman is for the preparation of an Environmental Impact Report (EIR) for the Capitol Mall Site.

POLICY IMPLICATIONS

The actions proposed in this staff report are consistent with previously approved policy, and there are no policy changes being recommended.

MBE/WBE EFFORTS

Nichols-Berman is a partnership and is certified by the City of Sacramento Housing and Redevelopment Agency as a Women's Business Enterprise (WBE-040C).

VOTE AND RECOMMENDATION OF COMMISSION

At its meeting of March 6, 1989, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached contract. The votes were as follows:

AYES: Amundson, Moose, Sheldon, Simpson, Strong, Yew, Wiggins

NOES: None

ABSENT: Simon, Wooley

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

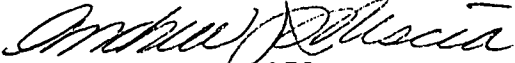
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Redevelopment Agency of the
City of Sacramento
March 14, 1989
Page 4

RECOMMENDATION


The staff recommends approval of the attached contract with Nichols-Berman in the amount of \$70,835 for the preparation of an Environmental Impact Report (EIR) for the Capitol Mall Development Site (Lot A).

Respectfully submitted,


ANDREW J. PLESCIA
Acting Executive Director

AJP/DG:cmc

TRANSMITTAL TO COUNCIL:


WALTER J. SLUPE
City Manager

Contact Person: Douglas J. Grandquis, Program Manager,
Downtown Development, 440-1355

0404C

RESOLUTION NO. 89-023

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

CONTRACT WITH NICHOLS-BERMAN FOR ENVIRONMENTAL IMPACT REPORT FOR THE CAPITOL MALL DEVELOPMENT SITE

WHEREAS, the Redevelopment Agency of the City of Sacramento No. RA88-074 on October 4, 1988, authorizing and approving Requests for Qualifications and for development of the Capitol Mall Development Site (Lot A); and

WHEREAS, the staff report accompanying that resolution stated that an Environmental Impact Report (EIR) would be prepared during the developer selection process; and

WHEREAS, at this time the Sacramento Housing and Redevelopment Agency is involved in selecting a developer for the Capitol Mall site; and

WHEREAS, the Agency has utilized its list of qualified consultants under the Agency's List of Professional Services to select a consultant; and

WHEREAS, the Agency is now prepared to enter into a contract with Nichols-Berman to prepare an EIR for the Capitol Mall Site.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Acting Executive Director is authorized and directed to execute a contract with Nichols-Berman in the amount of \$70,835 in a form subject to approval of Agency Counsel, for the preparation of an Environmental Impact Report (EIR) for the Capitol Mall Development Site (Lot A).



Section 2: The budget is amended to increase Organization 6300, Account 4222, Cost Center A00206 as necessary to pay the contract amount.

CHAIR

ATTEST:

ASSISTANT SECRETARY

1100WPP2(276)

CONTRACT FOR PROFESSIONAL SERVICES**PART I - AGREEMENT**

THIS AGREEMENT, entered into as of this 14th day of March, 1989, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (herein called "Agency") and Nichols-Berman (herein called "Consultant").

WHEREAS, an Initial Study has been prepared for the Capitol Mall - Lot "A" Project (herein called "Project") which determined that the Project may have a significant effect on the environment, and an Environmental Impact Report is required; and

WHEREAS, Agency desires to contract for the performance of Environmental Services in compliance with the California Environmental Quality Act for the Project; and

WHEREAS, Consultant is willing to perform such professional services upon the terms and conditions herein set forth;

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES**

Agency hereby engages Consultant and Consultant agrees to perform all the necessary services as described in Exhibit "A" "Scope of Work Plan" which is incorporated herein by reference. References in Exhibit "A" to Nichols-Berman are to Consultant as the context indicates.

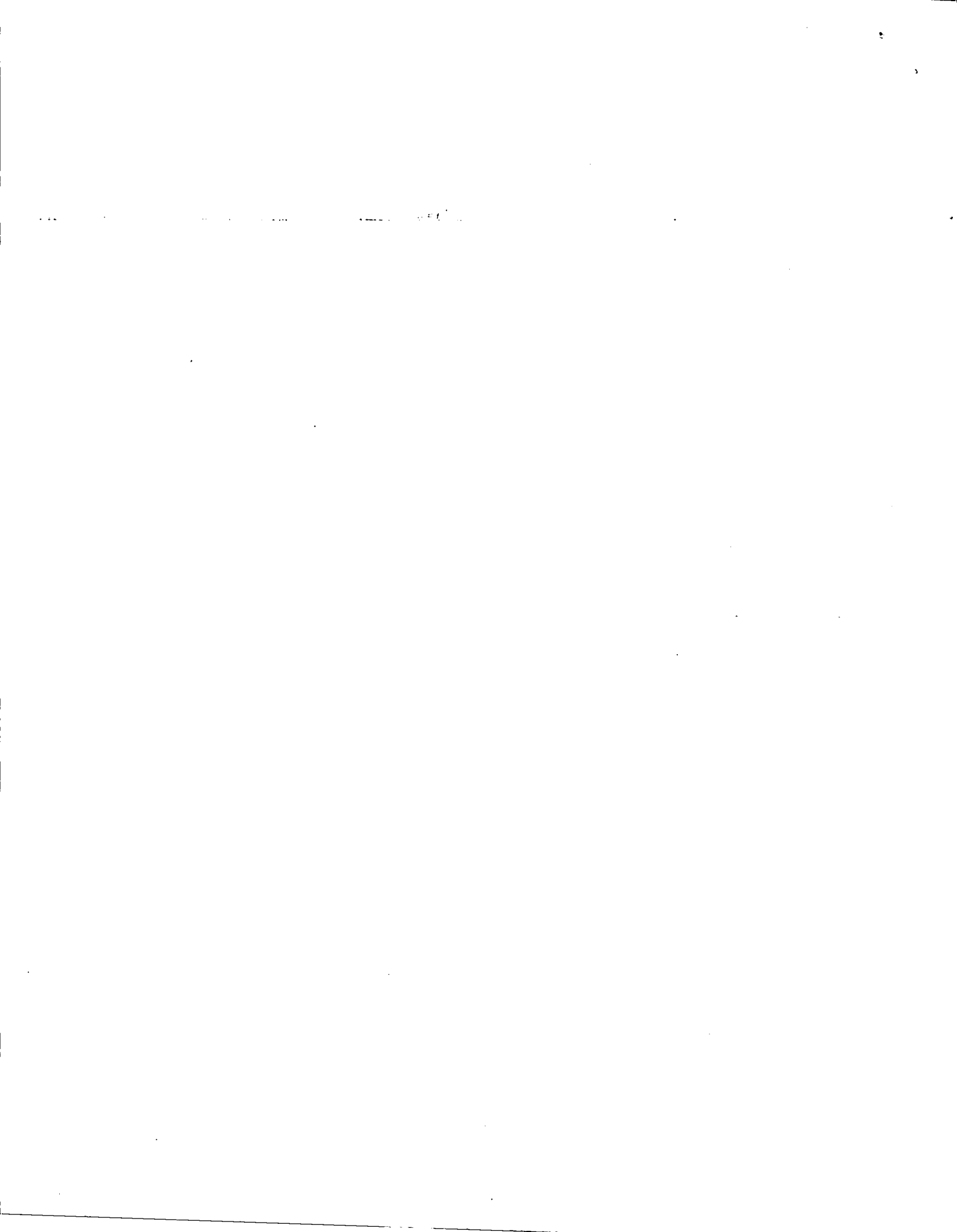
2. **TIME OF PERFORMANCE**

Consultant shall commence the services described herein upon execution of this Contract, and shall complete said services and submit all data to the Agency, within FOUR HUNDRED (400) DAYS from the date of this Contract.

3. **COMPENSATION AND METHOD OF PAYMENT**

In no event shall the total compensation to be paid under this Contract exceed the maximum sum of SEVENTY THOUSAND, EIGHT HUNDRED and THIRTY-FIVE (\$70,835.00) DOLLARS for all services set forth in Consultant's proposal dated January 31, 1989.

Payment for services performed by Consultant under this Contract shall be made by Agency to Consultant on a monthly basis on or before the 15th day of each month commencing on the month following the receipt of Consultant's billing by Agency. Charges for services shall be in accordance with Consultant's standard schedule of fees and charges, a copy of which is attached as Exhibit "B".



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Agency shall withhold not less than TWO THOUSAND (\$2,000.00) DOLLARS from the final monthly payment to be paid to Consultant under this Contract. The final payment of withheld funds shall be made after review and approval by Agency of a final and comprehensive itemized statement to Agency specifying the work performed under this Contract and containing a certification that such work was done in conformance with this Contract. The amounts paid to Consultant in accordance with this section shall constitute full and complete compensation for all services required by this Contract.

4. INDEMNIFICATION OF AGENCY

Consultant shall indemnify and save harmless the Agency from liability for any injury or damages to persons or property resulting from the negligent or intentional acts of Consultant, its agents and employees in prosecution of the work of this Contract.

5. OWNERSHIP OF INFORMATION

All professional and technical information developed under this Contract, and all work sheets, reports, and related data are the property of Agency, and Consultant agrees to deliver said documents to Agency on completion of the services hereunder or termination of this Agreement for any reason.

6. CONTRACT DOCUMENTS

This Contract consists of this document, Part II - Terms and Conditions, Part III - Insurance, and Exhibits "A" and "B", attached hereto.

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

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

APPROVED AS TO FORM:

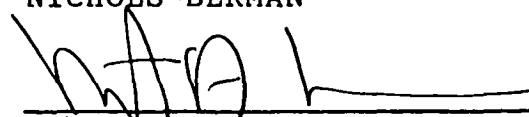
ANDREW J. PLESCIA
Acting Executive Director

Agency Counsel


APPROVED

NICHOLS-BERMAN

Finance Department

By: 

Robert A. Berman
Partner



Organization

801 First Street, Suite "F"
Benicia, CA 94510
(707) 745-5845

Federal ID#: 94-2762854

Organization: 2455
Account: 4222
Cost Center: A00200
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