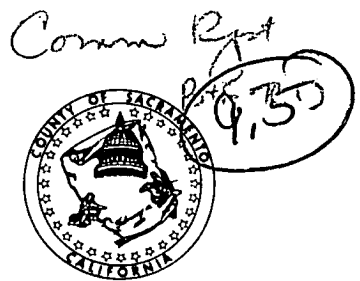
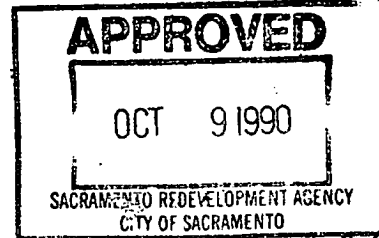




**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



October 9, 1990



AG 90-197A

Redevelopment Agency of the
City of Sacramento
Sacramento, California

Honorable Members in Session

SUBJECT: Consultant Contract with Mundie & Associates to Prepare
the Central City Housing Strategy

SUMMARY

This report recommends City Council approval of a Contract for Consultant Services with Mundie & Associates for the preparation of the Central City Housing Strategy. (See attached Exhibit "A" for the proposed Contract.)

BACKGROUND

Pursuant to direction from the City Council, a Request for Proposals was circulated soliciting a consultant who could help us develop a plan and strategy for encouraging housing preservation and development in the Downtown area. In response to the Request for Proposals (RFP), published in April 1990 in newspapers throughout California and mailed to nearly one-hundred consultant firms, the Agency received ten proposals from consultant teams. After City Planning and Agency staff conducted an initial review for completeness and conformance with adopted minimal RFP application criteria, a Selection Committee comprised of: the Agency Director of Community Development, the Agency Assistant Director of Community Development, the City Director of Planning and Development, the City Planning Director and a local architect or their representatives interviewed five consultant teams in June 1990. (See Exhibit "B" for a listing of consultant teams which submitted proposals and those that were interviewed by the Committee.)

While each of the five consultant teams submitted excellent, feasible proposals, the Selection Committee recommended Mundie & Associates because that firm addressed the Scope of Services in a more comprehensive manner, and offered a well-thought out process for the study and citizen participation. The Mundie & Associates

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Handwritten initials/signature

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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team includes the urban design firm of Freedman Tung & Bottemley who specialize in "urban district design" which is a neighborhood based approach to urban revitalization. Also, included on the team is the firm of Nolte & Associates who will provide land use and local development expertise. The Rural California Housing Corporation, based in Sacramento will provide the neighborhood-by-neighborhood housing conditions survey required by the RFP and other sub-consultant services. Each of the consulting teams interviewed strongly recommended the need for citizen participation in the strategy developed. This will be accomplished in several ways.

First, the proposed Contract for Consultant Services includes two changes to the Scope of Services as outlined in the City Council adopted RFP, both involving citizen participation. Rather than utilize a technical advisory committee as depicted in the original staff report, adopted by the City Council March 27, 1990, the consultant will conduct community workshops at which all parties concerned with Central City housing will have opportunities to provide input to the preparation of the strategy.

In addition, the consultant will conduct a series of surveys testing the viability of Central City housing. A survey of a sample of people who work in the Central City will be conducted to determine some aspects of the reasons why these employees might choose to reside downtown. Further, the consultants will survey attendees of various planning workshops to determine their attitudes toward downtown housing. Those workshops include: the Southern Pacific/ROMA sessions; the Centrage planning workshop and the Southside Park Neighborhood Design workshop. In addition, the consultants will survey local and out-of-area residential and commercial developers to solicit their ideas on Central City housing development. Finally, the contract includes several focus groups with community and neighborhood leaders. Additional public input will be provided as the proposed Central City Housing Strategy is reviewed through the approval process of the governing bodies.

Because of the addition of the community workshops and the extensiveness of the Scope of Services the completion of the draft Central City Housing Strategy, originally planned for January 1991,

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is now scheduled for March 1991. The community workshops will be accommodated within the original consultant bid for the contract.

FINANCIAL DATA

The funding for this consultant contract was approved by the City Council on March 27, 1990. Specifically, the contract amount is not to exceed \$150,000. (The consultant bid was \$150,380.) The environmental assessment will be prepared separately by a consultant different than the housing consultant. Up to \$50,000 has been set aside for the environmental consultant work. The total amount for the housing consultant and the environmental consultant is \$200,000. The source of funding is \$100,000 from the Agency's 1990 Tax Allocation Bond proceeds and \$100,000 from the City of Sacramento.

The City share of the cost of the consultant contract will be provided pursuant to the Individual Project Agreement (IPA) with the Agency which was authorized by the City Council on April 10, 1990 pursuant to Resolutions RA 90-030 and CC90-281. The Agency will be the lead agency for the managing of the contract and making the progress payments to the consultant. Under the IPA with the City, the Agency will submit for payment to the City invoices corresponding with the consultant progress payments.

ENVIRONMENTAL IMPACT

CEQA: Not a project per CEQA Section 15378(b)(3)
NEPA: Not applicable - no federal funding involved.

MBE/WBE REQUIREMENTS

The selected consultant will be required to adhere to the City and Agency minority business enterprise and women's business enterprise (MBE/WBE) requirements. It should be noted that Mundie & Associates is a one-hundred percent women owned enterprise.

POLICY IMPLICATIONS

The selection of the consultant team for the preparation of the Central City Housing Strategy will not, by itself, result in any

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new policies for the City nor the Agency. Of course, the consultant study will probably result in several new policy initiatives. Among these will likely be recommendations on housing and commercial development, land use, density, and a variety of housing development funding issues.

VOTE AND RECOMMENDATION OF COMMISSIONS

At its regular meeting of October 1, 1990, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolutions. The votes were as follows:

AYES: Diepenbrock, Moose, Simon, Strong, Wiggins, Williams,
Wooley, Yew, Simpson

NOES: None

ABSENT: Amundson, Pernel

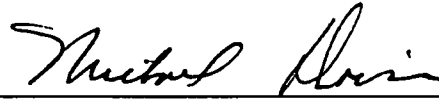
RECOMMENDATIONS

The staff recommends approval of the attached resolution authorizing the Executive Director of the Sacramento Housing and Redevelopment Agency to execute a Contract for Consultant Services with Mundie & Associates in an amount not to exceed \$150,000 for preparation of the Central City Housing Strategy.

Respectfully submitted,



ROBERT E. SMITH
Executive Director



MICHAEL M. DAVIS
Director of City Planning &
Development

TRANSMITTAL TO COUNCIL:



WALTER J. SLIPE

October 9, 1990
D-1

Contact Person: Thomas V. Lee 440 - 1357

BS:JC:drr
F:\drr\jim\CCHSshra

RESOLUTION NO. 90-090

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____



**CONSULTANT SERVICES FOR PREPARATION OF THE
CENTRAL CITY HOUSING STRATEGY**

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

Section 1: The Executive Director is hereby authorized to execute a Contract for Professional Services, in a form approved by the General Counsel, with Mundie & Associates for preparation of the Central City Housing Strategy for total compensation not to exceed the sum of One Hundred Fifty Thousand Dollars (\$150,000).

CHAIR

ATTEST:

SECRETARY

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Exhibit "A"

CENTRAL CITY HOUSING STRATEGY

CONTRACT FOR PROFESSIONAL SERVICES

Part I - Agreement

THIS AGREEMENT, entered into this _____ day of September 1990, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (herein called "Agency") and MUNDIE & ASSOCIATES, a CALIFORNIA CORPORATION, (herein called "Contractor").

IT IS MUTUALLY AGREED as follows:

1. SCOPE OF SERVICES

The Contractor shall prepare a Central City Housing Strategy which shall provide policy recommendations (which may include land use, zoning, and/or financing approaches) for the improvement and increase of market and affordable housing for the City of Sacramento. In connection with the preparation of the Central City Housing Strategy, the Contractor shall complete all tasks and work products and participate in meetings as described in the "Scope of Services," attached hereto as Attachment "A".

2. TIME OF PERFORMANCE

The services of the Contractor shall commence upon execution of this agreement, or a date mutually agreed by the parties and the Implementation Strategy shall be completed within two hundred seventy (270) days, provided, however, that the time for completion of the services under this Agreement may be extended in the event of any delays due to (1) scheduling of public meetings, (2) time taken for review and comment on work products and reports or (3) provision by City planning or Agency staff of information needed by the contractor.

3. COMPENSATION AND METHOD OF PAYMENT

- (a) Agency shall compensate Contractor for its services in accordance with the Schedule of Rates and Charges attached hereto as Attachment "B"; provided, however,

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

that in no event shall total compensation to be paid for such services included in attachment "A" exceed the sum of one hundred fifty thousand Dollars (\$150,000).

- (b) Contractor shall submit invoices to Agency as soon after the end of each calendar month as possible during the term of this Contract indicating the payment due for work performed and expenses incurred during the prior month and including therewith a summary description of work performed, referencing the task included in Attachment "A". Agency shall pay such invoices within thirty (30) days of receipt; Agency shall not be required to make payments to Contractor in excess of the cumulative sums shown below, exclusive of direct expenses and attendance at meetings, until receipt and approval of the work products designated below:

<u>Work Product</u>	<u>Cumulative Maximum Payable Until Receipt</u>
1. Conclusion of Task 6 Comprehensive Description	\$ 60,000.00
2. Conclusion of Task 8 Summarize Opportunities for and Details for Changes	95,000.00
3. Conclusion of Task 11 Select a Preferred Strategy	120,000.00
4. Conclusion of Task 14 Final Report	145,000.00
5. Attendance at Public Meetings as Part of Strategy Approval Process	150,000.00

- (c) In the event Agency shall request services in addition to those contained in Attachment "A", including attendance at additional meetings or other services, Agency shall compensate Contractor for such services in accordance with the Schedule of Rates and Charges, attached hereto as Attachment "B". Only those additional services requested in writing shall be reimbursed.

4. SUBCONTRACTORS

The parties hereto mutually understand and agree that principal consulting staff and subcontractors shall be in accordance with the Contractor's team staff as listed in Contractor's proposal dated May 21, 1990. Subcontractors may

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

be added or substituted only with prior written approval of the Agency. The Contractor shall be as fully responsible to the Agency for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by her. The Contractor shall insert in each subcontract standards provisions of this Contract.

5. INDEMNIFICATION OF AGENCY

Contractor agrees to indemnify the Agency, its officers, employees and agents, against, and shall hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligence or intentional tortious acts of Contractor, its agents, employees, subcontractors, or invitees, provided for herein.

- (a) Contractor shall defend any action or actions filed in connection with any of said claims, damages, penalties, expenses, including attorneys' fees incurred in connection therewith;
- (b) Contractor shall promptly pay any judgment rendered against Agency, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities; and
- (c) In the event Agency, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligence of Contractor hereunder, Contractor agrees to pay Agency, its officers, agents or employees, any and all costs and expenses incurred by Agency, its officers, agents or employees in such action or proceeding, including but not limited to, reasonable attorneys' fees.

This paragraph shall not be construed as a waiver or limitation of the right of Agency to bring legal action against Contractor.

6. INSURANCE

Contractor shall submit to the Agency certificates indicating compliance with all insurance requirements as outlined in Attachment "C" attached hereto.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Contractor and subcontractors shall not commence performance of services under this Contract until the above insurance has been obtained and Certificates of Insurance have been filed with the Agency.

7. OTHER PROVISIONS

- (a) Revisions. The performance of services and acceptance of information furnished by the Contractor shall not relieve the contractor from its obligation to correct any defective work subsequently discovered. The Agency shall make a good faith effort to identify any deficiencies within the review period established for each consultant work product. Inaccurate or defective work shall be remedied by the contractor without cost to the Agency.
- (b) Submission of Final Report. Contractor shall submit the Final Report in ten (10) bound copies, plus one (1) reproducible copy. All drafts shall be submitted in copies of four (4); two to Sacramento Housing and Redevelopment Agency and two to City Planning.
- (c) Ownership of Information. All professional and technical information developed under this Contract and all work sheets, reports and related data shall become the property of the Agency, and Contractor agrees to deliver such documents to the Agency upon demand or upon completion of the services hereunder. Any document which passes into the public domain is not covered by this provision.

8. TERMS AND CONDITIONS

Except as modified below, this Agreement is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

Agency Counsel

For _____
ROBERT E. SMITH
Executive Director

APPROVED:

MUNDIE & ASSOCIATES, INC.

Finance Department

By _____
ROBERTA M. MUNDIE
President and Principal

4902 California Street
San Francisco, CA 94118

Organization: 6300
Account: 4222
Cost Code: A01029

Federal I.D. #: 94-2708157

Organizational Approval

f:\ksn\jim\centcity

CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

PART II - TERMS AND CONDITIONS

I. 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 such work completed which is satisfactory to Agency/Authority.

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

II. 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 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.

III. 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.

IV. 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.

V. 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, ungrading, 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.

VI. COMPLIANCE WITH LOCAL LAWS

A. 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.

B. Whenever the Contractor is performing construction work for the Agency/Authority, the Contractor shall be licensed and regulated by the Contractors State License Board. Any questions concerning the Contractor shall be referred to the Registrar, Contractors State License Board, 3132 Bradshaw Road, Sacramento, California. Mailing Address: P.O. Box 26000, Sacramento, California 95826.

VII. 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.

VIII. 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.

IX. INTEREST OF MEMBER 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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 the 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.

XV. INDEMNIFICATION OF AGENCY/AUTHORITY

The Contractor shall indemnify and save harmless the Agency/Authority from liability for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract.

XVI. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION DEVELOPED UNDER THE CONTRACT

A. 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/Authority, and neither the Contractor nor any and all of its associates and/or consultants shall have any rights in interest thereto.

B. The Contractor and/or its 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.

XVII. FEDERAL REQUIREMENTS

The following provisions shall be applicable to this Agreement and binding on Contractor and Agency/Authority only if all or part of the funds to be paid for work performed under this Agreement are provided under the Community Development Block Grant Program administered by the United States Department of Housing and Urban Development or some other funding program administered by the federal government. It shall be the sole discretion of the Agency/Authority to determine the source of funds to be paid under this Agreement:

A. 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 or of exemptions from the requirements thereof.

B. 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 any 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.

C. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classification 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.

D. Equal Employment Opportunity Requirements.

1. The Contractor will send to each labor union or representative of workers with whom 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.

2. 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.

3. 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.

E. 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.

1. 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 be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

2. 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 order 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.

3. The Contractor will send to each labor organization or representative or 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.

4. 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.

5. 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 Actions forms must be submitted with the proposal.

a. 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.

F. 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.

G. 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 the provisions of OMB Circular No. A-102 Attachment G (as amended), and shall document all transactions as 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 this 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.

H. Conflict of Interest. No member, officer or any employee of the 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.

0250L/0008A

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

ATTACHMENT "A"

CENTRAL CITY HOUSING STRATEGY

Mundie & Associates

SCOPE OF SERVICES

PHASE 1: INITIATION

Task 1: Meet to Finalize Scope and Process

The consulting team will meet with the Agency and Planning staff to finalize the scope of work, the project schedule and other details of project performance. We will also discuss the extent and nature of materials available as background for the study. Discussions at this meeting will be directed in part toward assuring that the level of effort to be devoted to each task is consistent with the resources and time available.

PHASE 2: SETTING THE STAGE

Task 2: Formulate a Vision for Future Downtown Sacramento

This task will require a series of two meetings between the clients and the consulting team. Important issues to be addressed will include:

- (a) the reasons for pursuing a housing strategy for the Central City; and identification of a vision for housing downtown (type, density, location).
- (b) whether Sacramento households can be attracted to living in the Central City, given the multitude of opportunities for affordable single family housing in the suburban area;
- (c) whether a focus on direct housing production or a focus on other activities (e.g., creating an environment specifically designed to stimulate residential demand) is more likely to promote a self-sustaining market for residential development in downtown Sacramento; and
- (d) existing features of the Central City that make it attractive or unattractive for housing.

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- (e) clarification of existing plans/policies, with respect to housing, general plans, parking etc.

Discussions of these issues will continue throughout the course of the study until: the selection of a preferred strategy for achieving housing in the Central City (Task 11); the identification of policies to implement the preferred strategy (Task 12); and, the formulation of a comprehensive plan for implementing the preferred strategy (Task 13).

Task 3: Inventory Existing Downtown Conditions that Could Affect the Central City Housing Strategy

Consultants will examine the conditions that characterize the existing Central City and may provide indications of the potential for future change, including:

- (a) Land Use. Consultants will produce a map of the study area that identifies neighborhoods, existing land use designations in the various adopted plans and significant departures from those designations. The map will also identify areas of transition between residential and nonresidential uses. In this task, consultants will rely primarily on existing published data, and information gathered from conditions surveys filling in with new investigations only as necessary.
- (b) Housing Supply and Housing Conditions. Consultants will inventory the existing housing supply by unit/structure type, density, income of the occupant, value/rent, and tenure, to the extent possible, with existing data. Where possible, consultants will also categorize units by land use category, zoning designation, neighborhood and redevelopment area. The condition of the housing stock will be described generally, based on data from the 1980 Census, any additional information that has been published since that time and general visual reconnaissance. No other new detailed information will be collected for this task.
- (c) Neighborhoods. Consultant will develop a rationale for defining neighborhood boundaries. The general characteristics of and housing conditions in the various downtown neighborhoods will be described. This description will be based on windshield surveys and information collected from Tasks 3(a) and 3(b).

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As part of this task, consultants will conduct interviews with selected members of neighborhood groups. These interviews will focus on existing conditions, concerns about the future and the neighborhood residents' visions for the future of the Central City as these concerns relate to preservation and development of housing. Consultants will use these interviews to test the visions developed by the consulting team and clients in the Task 2 meetings. In addition, the neighborhood groups will be asked to review our initial land use and housing reconnaissance and suggest corrections and modifications as necessary.

- (d) Planned Downtown Housing Projects. Residential projects and projects that include a residential component will be identified and located by neighborhood. The number of units, characteristics of the units (size, structure type, price/rent range) will be described to the extent possible. Project conditions that contributed to the feasibility of these projects will also be identified, if possible. To the extent that alternatives have been formulated, we will consider the Richards Boulevard and Southern Pacific Rail yards planning processes in this subtask. In addition, the "R" Street Corridor results will be considered, as will be plans for Alkali Flat and Southside Park.
- (e) Vacant Land/Susceptible Site Survey. Consultants will provide descriptive information on vacant parcels in the study area by neighborhood and susceptible sites. Visual confirmation of vacant parcels shall be made.
- (f) Zoning. Consultants will map the zoning districts in the study area and tabulate the area in each district by neighborhood. Planning/Agency staff will provide current zoning maps. This information will be used to combine the results of this task with the vacant/susceptible land inventory (Task 3(d)) to estimate potential additional housing supply that could be located in areas zoned for residential development.
- (g) Support Uses. The presence and location of existing uses that support residential use will be described. Both commercial uses (such as grocery stores, drug stores, laundromats, dry cleaners, and other convenience retail and services uses) and noncommercial uses (elementary schools, day care centers, parks and playgrounds, transit stations, libraries, churches and community centers) will be considered. Rather than a complete inventory, this description will generalize the adequacy of such uses by neighborhood.

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- (h) Policies and Plans. Existing policies, and plans that might affect the development of new residential uses and/or the preservation of existing housing in the Central City will be inventoried and evaluated based on the potential effectiveness of achieving the desired housing goals. Consultant shall also identify and describe plans being developed. Conflicting policies, procedures shall be identified by consultant.

Task 4: Identify Factors that Could Affect the Central City Housing Strategy

The City's ability to implement its Central City Housing Strategy will depend not only on conditions in the downtown area itself, but also conditions in the greater metropolitan area and people's perceptions of downtown as a residential location compared to the rest of the metropolitan area. The elements of this task are intended to provide the contextual information needed to gain a realistic idea of the Central City's competitive position in the market place.

- (a) Magnitude of Regional Growth. Consultant will review published projections of housing need/demand for the downtown and suburban areas of the Sacramento metropolitan area to assess the overall magnitude and anticipated timing of expected growth. It is expected that some portion of this growth would seek housing in downtown Sacramento. The information gathered in this task will provide one input to our preliminary estimate of the demand for downtown housing (to be developed in Task 5).
- (b) Competing Residential Locations for Target Markets. Consultant will assemble information on planned and projected major residential development in locations outside of downtown Sacramento, including (but not limited to) Centrage, North and South Natomas, Laguna and West Sacramento. In combination with Task 4(a), this investigation will provide an indication of the proportion of projected growth that would be accommodated in planned or foreseen projects located outside the downtown area.
- (c) Consumer Preferences. Consultant will conduct panel interviews with small groups of Sacramento residents to gather information about their current perceptions of downtown. This inquiry will focus on identifying the changes that would be required in the downtown area to make it attractive to families with children, to single or married working age households without children, to retired persons and/or to other potential downtown residents.

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- (d) Insights from Other Markets. Consultant will examine the experiences of other cities that have pursued affirmative downtown housing strategies to identify conditions under which those strategies were successful and elements of the strategies that contributed to success or failure. Likely candidate cities include San Diego, San Francisco, Oakland, Seattle and Portland; others will be identified upon commencement of the study.
- (e) Downtown Markets. Investigate the downtown markets (including identifiable submarkets) based on interviews with downtown property managers and survey of vacancy, rents and amenities of downtown housing projects.

Task 5: Estimate Demand for Downtown Housing (Preliminary)

This task will take into account such factors as regional and downtown employment growth, competitive housing opportunities in the region, the timing of potential downtown demand, housing preferences expressed by panel members and other relevant factors that become apparent during the course of the study.

This preliminary estimate of demand will be refined as the study progresses. In particular, estimates of rents required for market rate housing and the results of the downtown employee survey (Task 10) will be used to calibrate initial estimates.

Task 6: Construct a Comprehensive Image of the Existing and a Description of Future Central City

Consultants will synthesize the information compiled in Tasks 2 through 5 to identify changes that are required to achieve the vision of the future Central City that are compatible with enhanced potential for residential use. A report will be produced that describes existing conditions on a neighborhood basis (as identified in Task 3) in downtown Sacramento as they relate to housing (based on Task 3) and the conditions internal and external to downtown Sacramento that will affect the housing market potential of downtown (based on Task 4). Consultant will present the preliminary estimate of demand for downtown housing developed in Task 5. Such demand will address issues of affordability, ownership vs. rental and new construction and rehabilitation.

The purpose of this task is to identify the types of changes that will be required to move the Central City from its current physical condition to the future condition described by the vision that is formulated in Task 2. The list of needed changes will form the basis for the work to be carried out in Phase 3 of the study.

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- (a) Product. At the close of this task, consultant will submit the first draft report to the City/Agency. This report will summarize the work of Tasks 2 through 5 and the conclusions drawn from that work.

Consultant shall submit an outline of the product, including identification of maps for approval by staff prior to the product being submitted.

The report will include a composite map(s) of existing conditions in the downtown area and land use and zoning designations, vacant parcels, susceptible parcels. This map will provide a useful reference as the study proceeds. The report will also provide a statement of the vision for downtown, synthesized through the discussions with various groups, as well as a preliminary description of opportunities for and barriers to preserving and developing housing downtown, as identified by the interviews.

PHASE 3: POTENTIAL FOR CHANGE

Task 7: Analyze the Potential to Implement the Required Changes Identified in Task 6

This task will require a series of discrete but related investigations. For purposes of this task description, they are grouped into three general topical areas:

- (a) clarifying opportunities for downtown housing production;
- (b) testing the feasibility of downtown housing development; and
- (c) defining a mix of elements that are needed to make downtown housing work.

Although the report that incorporates the findings of these investigations will be submitted in Task 8, working papers on the issues addressed in this task will be submitted to City/Agency staff for review as they are completed.

- (a) Clarifying Opportunities for Downtown Housing Production. This series of subtasks examines the factors that are expected to influence both the demand for and the potential supply of housing in the Central City.

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1. Continued Viability of Intensive Downtown Employment. Consultants will examine the likely future growth of employment-related uses in downtown Sacramento, based on known projects, adopted plans, published projections and the growth of the regional economy.
 2. Site Availability. For those sites that appear to have some potential for housing use, consultants will attempt to obtain asking prices and note any known availability or suitability problems (e.g., unfavorable land use context, problematic land use history, owners' intentions). This evaluation will provide a basis for making conclusions about the ability of housing and mixed use prototypes to pay asking prices for land in downtown Sacramento. In this task, consultants will incorporate information gained in the interviews with neighborhood leaders conducted in Task 3(c) to help evaluate the potential for site development in light of the neighborhood context and the desirability of neighborhood preservation.
 3. Availability of/Priority for Use of Public Funds. Consultants will recommend guidelines for SHRA's use for setting priorities for the use of tax increment funds for housing subsidies. Issues to be addressed include: landbanking vs. project subsidy; ground lease vs. land sale and write down; market vs. low income housing, types of housing (SRO, shelter, ownership, rental and new construction versus rehabilitation).
- (b). Testing the Feasibility of Downtown Housing Development. This task is intended both to test the feasibility of new housing production under current conditions and, if production is not currently feasible, to identify the conditions under which it would become feasible.
1. Existing/Proposed Plans, Ordinances, Policies and Development Regulations. Consultants will review existing plans, ordinances, policies and other development regulations and housing programs to identify requirements applicable to the development of downtown housing. This review will establish a framework for the definition of building prototypes to be tested in the next subtask. Interview developers on regulation problems of developing housing downtown.

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2. Feasibility of Development: Downtown Market Rate Housing. Consultants will prepare up to five development prototypes that would be appropriate in Central City neighborhoods. Options could include streetfront lowrise apartments, courtyard apartments, high density single family houses and/or townhouses, high rise rental over retail (mixed-use), and three-family "tripledeckers" (one owner-occupied and two rental flats). These will be focused on prototypes that are sensitive to existing patterns and forms of building in neighborhood areas, and consultants will provide general construction cost estimates for each prototype.

Consultants will assemble information through interviews with developers and realtors on obtainable rents and sales prices for downtown housing, cost, typical financing arrangements and other market-related conditions, and will run computer-assisted cash flow simulations of the prototypes. A series of runs, reflecting different obtainable rents and cost scenarios in different neighborhoods, will be required. The cash flow simulations can be structured to find land prices that would be payable by each prototype, given a set threshold rate of return, or the return that might be expected, given an assumed land price.

The initial set of analyses, based on current development (planning and zoning) regulations, will indicate the feasibility of housing production under current conditions. Depending on our findings, we may proceed with a set of sensitivity analyses that indicate the magnitude of changes in density, parking regulations, obtainable rents, land and building costs, interest rates or other factors that would be required to bring the return on investment into the feasibility range.

Based on this analysis and drawing on land price/development cost information gathered in Task 7(a)2, consultants will draw conclusions about:

- o Land costs payable by new market housing under existing and alternative development regulations.

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- o Magnitude and types of subsidies needed for sites with higher asking prices.
 - o Changes in planning and zoning regulations, including changes in permitted densities, floor area ratios that would enhance the feasibility of residential development.
3. Need for Subsidized Housing. The results of the preceding subtask will enable the drawing of conclusions about the need for housing subsidies to attract residential construction to downtown Sacramento. Coupled with preliminary estimates of potential demand for downtown housing (from Task 5), consultants will estimate both the amount and type of subsidy required for different types of construction and the potential demand/need for housing in the price range that require subsidies. Types of subsidies that could be used to achieve City/Agency goals for specific housing types - e.g. low income units and SRO's - will be addressed in Task 9.

(c). Mix of Elements Needed to Make Downtown Housing Work.

1. Urban Design Framework. The general condition and character of basic urban design elements in neighborhood areas - local streets and walks, traffic levels, areas of transition - from one use to another, distance to schools, content, capacity, and location of open space facilities - as they combine to contribute to good environments for neighborhood housing. Consultants will note with graphics and/or memoranda, as appropriate, the types of efforts needed, if any, to enhance or create such environments.
2. Public Amenities and Support Facilities. Based on the housing market, neighborhood character, existing historic buildings/districts, and site conditions information that emerges from preceding tasks, Consultant will recommend the kinds of special amenities or facilities that would both fit with local districts and add to their quality of life. Facilities could include farmers markets, grocery stores, markets, community recreation centers, theaters, gardens, libraries and/or special sports facilities. Contractor will not conduct any market or other feasibility

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studies for these types of facilities. Consultant shall take into account plans in process and existing - entertainment district, library plans, park plans.

3. Related Uses. Consultant will discuss the extent of market demand for additional uses that support residential development, such as the convenience retail and service uses and the noncommercial uses (e.g., schools and parks) named in Task 3. Consultant will describe prototypical clusters of neighborhood - oriented retail uses and services, and will identify any commercial/non-commercial uses that may be critical for the support of residential development. In this context, the identified need for a supermarket in the Central Area is specifically recognized. Contractor will take into consideration their ability to purchase land or pay rent, and evaluate their relationship to potential housing sites.
4. Standards for Park and Retail/Service Cluster Location. Contractor will recommend maximum distances from residences at which such facilities as parks and retail/service clusters should be located. The contractor will work with Planning and Agency staff to identify appropriate locations meeting these distance criteria for the location of new parks and retail/service clusters. Contractor shall utilize existing plans and policies or suggest revisions to such plans as the Urban Design Plan, the Entertainment/Cultural District Strategy, City Parks Plans, etc.

Task 8: Summarize Opportunities for and Obstacles to Change

Consultant will compile a master list, based on the investigations conducted in Task 7, of conditions that would inhibit the evolution of the Central City from its current condition (characterized in Task 3) to the future vision defined in Task 2. This list of conditions will focus on those that relate to the potential development of residential uses in the Central City area.

Product: Consultant will submit a second draft report, which will be comprised of the master list annotated to reflect the findings of the Task 7 investigations. Staff shall approve the outline for such report.

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PHASE 4: FROM THE PRESENT TO THE FUTURE

Task 9: Formulate Alternative Strategies for Achieving the Vision of Future Central City Sacramento

The alternatives will reflect the findings of Task 7. They will be based on different approaches to implementing the required changes. These approaches could include: urban design actions that will make downtown more attractive; regulatory actions; financial and market considerations.

Product: Consultants will submit the third report, which will contain a brief description of each of the approaches and attendant strategies and the rationale for each. Staff shall approve the outline prior to the report being submitted.

Task 10: Evaluate Alternative Strategies

The approach to and level of evaluation will depend on the findings of Task 7 and the strategies themselves. For example, a strategy that preconditions permits for nonresidential development on contributions to downtown residential development could require real estate feasibility testing beyond that performed in Task 7(b)2 in order to judge the economic affect such a requirement would have on future downtown growth. An urban design-based strategy, in contrast, may not be susceptible to such a rigorous testing approach; in that case, the evaluation would be more judgmental.

As part of the evaluation, consultant shall conduct a survey to obtain information on the basic demand for downtown housing and the characteristics of downtown housing that would be most essential to attract buyers and renters.

The consultant will conduct a survey of individuals employed in the Central City. Such survey shall be reviewed by staff prior to use. It would encompass those Sacramento area residents for whom downtown living would likely to have the greatest appeal. Working with City and Agency staff and cooperating employers, consultant believes a sufficient number and adequate statistical distribution in our sample can be obtained to yield reliable results. The survey will be a mailed questionnaire to a much larger sample, with much lower costs per response than we could expect with a telephone survey.

The survey would assess factors that indicate the level and nature of demand for housing in downtown Sacramento, and specifically to test both the vision of downtown Sacramento that is formulated in Task 2 and the alternative strategies formulated in Task 9. It will also probe the issues raised at the panel interviews (Task 4) in greater depth.

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For households that express some interest in living downtown, we will gather information about housing preferences and budgets. This information will allow consultant to draw conclusions about potential demand for the housing prototypes found in Task 7 to be the most feasible, and to estimate the level of housing within the financial reach of interested households.

Product: Consultants will submit working papers or memoranda on the various evaluations completed as well as our fourth draft report, which will describe the results of the survey.

Task 11: Select a Preferred Strategy

The consulting team will meet with the clients to review the advantages and disadvantages of each alternative approach outlined in Task 9 in light of the vision of Central City defined in Task 2 and the evaluation performed in Task 10. By the end of the meeting, consultant and staff will agree on a preferred strategy for housing in the Central City, including identification of neighborhoods to which critical strategies apply.

PHASE 5: PLAN AND POLICY FORMULATION

Task 12: Identify Policies for Implementation of the Preferred Strategy

Consultant will assemble a list of proposed policies that are consistent with the preferred strategy selected in Task 11. This list will include existing policies that are part of current plans as well as new policies or modifications to existing policies that would strengthen the likelihood of achieving the City's goals for Central City housing.

Product: Consultant will submit its fifth draft report, which will contain the list of proposed policies.

Task 13: Formulate a Comprehensive Plan for Central City Housing

Consultant will complete the study by formulating a comprehensive plan for Central City housing including a detailed, step-by-step implementation strategy that reflects federal, state and local financing constraints. The strategy shall identify classes of actions suitable for implementation on a subarea basis within the Central City as a function of the differences in conditions among neighborhoods.

The strategy will also include five year goals for 1992-1996 for the source and use of funds available for market rate and below

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market housing (whether construction or rehabilitation), again identifying suitability of application by neighborhood. This plan will be directed toward implementing the strategy selected in Task 11. In addition, this plan will include:

- (a) A consistent set of goals, objectives and policies that will implement the preferred strategy to achieve the vision of Central City formulated in Task 2.
- (b) An overall implementation plan, including marketing, financing, design, support services and other programs, to achieve desired changes. The plan will indicate applicability of program packages on a subarea basis.
- (c) An estimated time horizon for implementation.

Product: Consultant will submit its sixth draft report, which will contain the comprehensive plan as described in this task. A draft of the outline will be approved by staff.

Task 14: Prepare Final Report

Consultant will meet with the clients to agree on the contents of the final report, and will prepare the report consistent with the results of that meeting.

Product: Final report.

Task 15: Community Workshops

Two public workshops will be held during the course of the strategy study, at the end of Phase 2 and at the end of Phase 3. The workshops are intended to provide information to the public on the process and progress of the study, and to elicit information and suggestions. The first workshop will include a slide presentation and a brief description of background conditions, followed by public comments. The purpose of the workshop is to provide a "check" on consultant findings of conditions and consensus on vision for Central City housing. The second workshop will present the economic and urban design framework of the study. Physical and financial factors involved in infill development and preservation (including consideration of development prototypes) will be described and public input will be received.

Task 16: Follow-up Meetings

Contractor shall attend up to five hearings and meetings of governing bodies during the Central City Housing Strategy adoption process, as mutually agreed upon by contractor and Planning and Agency staff.

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

ATTACHMENT "B"

FEE AND PERFORMANCE SCHEDULES

CONSULTANT FEES

<u>FIRM AND PERSONNEL</u>	<u>HOURLY RATE</u>
MUNDIE & ASSOCIATES	
Roberta Mundie	\$108.00
Suzanne Lampert	97.50
Richard Anderson	88.00
FREEDMAN TUNG & BOTTOMLEY	
Michael Freedman	\$120.00/90.00
Terrance Bottomley	\$120.00/90.00
Anne Burns	\$ 60.00
RURAL CALIFORNIA HOUSING CORPORATION	
Stanley Keasling	\$ 50.00
Beverly Fretz-Brown	50.00
Rachel Iskow	40.00
Laura Kobler	40.00
NOLTE & ASSOCIATES	
William Ishmael	\$110.00

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

ATTACHMENT "B" (con't)

PERFORMANCE SCHEDULE

	<u>Completion Dates</u>
1. Meet re: scope and process	July 12, 1990
2. Meet re: formulating a vision	August 8, 1990
3. Inventory existing downtown conditions	October 5, 1990
4. Identify nondowntown factors	October 5, 1990
5. Estimate demand (preliminary)	October 5, 1990
6. Comprehensive image; required changes	October 12, 1990
First public workshop	October 26, 1990
7. Potential to implement changes	November 26, 1990
8. Summarize opportunities/constraints	December 3, 1990
9. Alternative strategies	December 21, 1990
Second public workshop	January 17, 1991
10. Evaluate alternatives	February 11, 1991
11. Select preferred strategy	February 15, 1991
12. Identify policies	March 12, 1991
13. Central City Housing Strategy	March 21, 1991
14. Final Report	March 29, 1991
15. Strategy Approval Process	April + May, 1991

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PART III - LIABILITY INSURANCE REQUIREMENTS

1. TYPE AND COVERAGE

At all times during the life of this Contract, Contractor/Consultant shall obtain and maintain, and shall cause each and every subcontractor doing the work of this Contract to obtain and maintain, the following types and amounts of insurance:

1.1 COMPREHENSIVE GENERAL LIABILITY

A policy of comprehensive general liability which shall include, without limitation, coverage for contractual liability, public liability and property damage written for not less than One Million Dollars (\$1,000,000) single limit liability.

1.2 AUTOMOBILE LIABILITY

If motor vehicles are used in performing services in connection with this contract, a policy of automobile liability insurance written for not less than Three Hundred Thousand (\$300,000) single limit liability.

1.3 WORKER'S COMPENSATION

A worker's compensation policy which covers all employees of Contractor/Consultant and each and every subcontractor and which is written in accordance with California law.

2. ADDITIONAL REQUIREMENTS

2.1 Said insurance shall be purchased from a company or companies licensed to do business in California and having a rating of at least A-XV. If possible, the insurance policies shall be carried with the same insurance company.

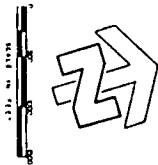
2.2 All of the insurance policies, except the worker's compensation policy, shall name the Agency, its consultants and employees, as named insureds. If the Agency gives prior written consent, the said parties may be named as additional insureds on said insurance policies. Agency shall have the right to arbitrarily withhold such consent. The Contractor/Consultant shall obtain from the Agency the list of names to appear on the insurance policies.

2.3 Prior to commencement of the work of the contract, Contractor/Consultant shall file with the Agency Certificates of Insurance acceptable to the Agency. Such certificates shall each contain a provision stating that coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Agency.

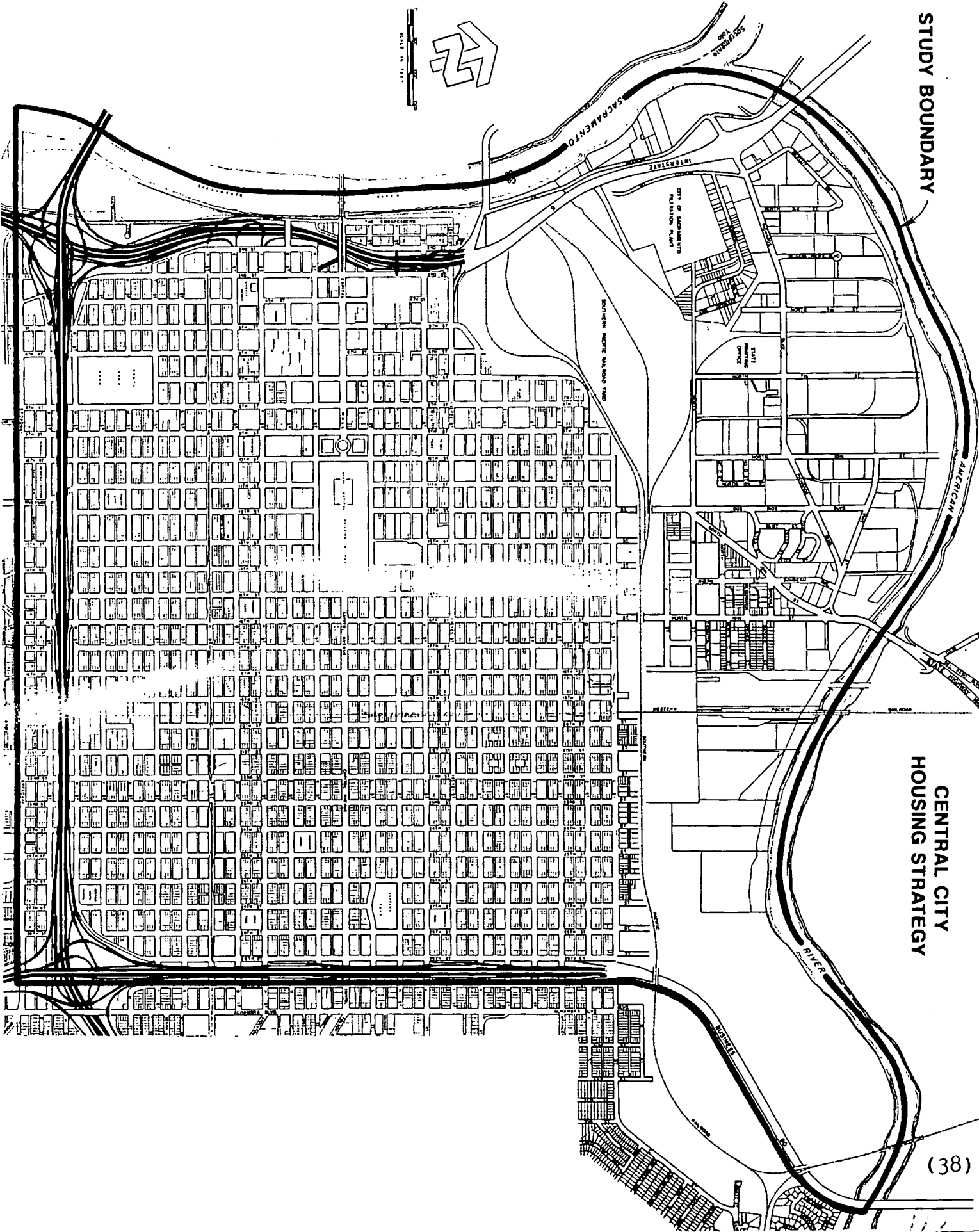
2.4 Failure to maintain the required insurance shall be deemed a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other changes to reinstate or maintain the required insurance policies and coverage. If the Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor/Consultant under the Contract and to reduce by such amount the compensation payable to Contractor/Consultant under the Contract.

(revised 8-4-87)

0003A



STUDY BOUNDARY



CENTRAL CITY
HOUSING STRATEGY

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
EXHIBIT "B"

CENTRAL CITY HOUSING STRATEGY: PROPOSALS RECEIVED May 21, 1990

- * o Mundie & Associates in collaboration with:
 - Freedman Tung & Bottemley
 - Rural California Housing Corporation
 - Nolte & Associates

- o Cogan Sharpe Cogan with:
 - The Keith Companies
 - Castaneda & Associates
 - Palmer, Groth & Pietka

- * o Economic and Planning Systems, Inc. in association with:
 - Gabriel-Roche, Inc.
 - EIP Associates

- * o Williams-Kuebelbeck & Associates, Inc. with:
 - Vitiello & Associates
 - David Paul Rosen & Associates
 - Goldfarb & Lipman

- o Laurin Associates with:
 - Trish Davey Consulting, Policy, Planning and Environmental
 - M.E. Shay and Company
 - Holly Borders, Southwest Consultants
 - Vitiello and Associates, Inc.
 - J. Laurence Mintier

- o Laventhol & Horwath with:
 - Mogovero Associates

- o KPMG Peat Marwick with:
 - Goodkin Real Estate Consulting Group
 - Walter M. Thompson & Associates
 - John T. Kehoe
 - M.W. Steele Group

- * o Sedway & Associates with:
 - ROMA Design
 - The Agora Group

- * o Keyser Marston Associates with:
 - HGHP Architects and Planners
 - Andrew Plescia
 - Trish Davey

- o Gruen + Associates and Wade Associates

- * Firms interviewed by the Consultant Selection Committee