



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

---

**File ID:** 2017-00552

April 25, 2017

**Discussion Item 16**

---

**Title: Sacramento Convention Center Project – Environmental Review, Project Refinement, Owner’s Representative Services, and Design-Assist Contractor RFQ**

**Location:** 1400 J Street, District 4

**Recommendation:** Pass a Motion 1) authorizing the City Manager or his designee to execute an agreement with Environmental Sciences Associates to prepare an environmental impact report (EIR) for the Convention Center renovation and expansion project for an amount not to exceed \$424,854; 2) authorizing the City Manager or his designee to increase the current contract amount of \$652,000 with Populous Inc. by \$60,000 for continued project definition services for a total contract amount not to exceed \$712,000; 3) authorizing the City Manager or his designee to increase the current contract amount of \$676,500 with Rider Levett Bucknall Ltd. by \$45,000 for continued project definition services for a total contract amount not to exceed \$721,500; and 4) directing the City Manager or his designee to release a Request for Qualifications (RFQ) for a contractor for design-assist services for the Sacramento Convention Center renovation and expansion project.

**Contact:** Desmond Parrington, Project Manager, (916) 808-5044; Fran Halbakken, Interim Assistant City Manager/Project Executive, (916) 808-7194; Office of the City Manager.

**Presenter:** Fran Halbakken, Interim Assistant City Manager/Project Executive, (916) 808-7194; Desmond Parrington, Project Manager, (916) 808-5044, Office of the City Manager

**Attachments:**

- 1-Description/Analysis
- 2-Professional Services Agreement with Environmental Science Associates
- 3-Supplement Agreement for Professional Services with Populous Inc.
- 4-Supplement Agreement for Professional Services with Rider Levett Bucknall Ltd.

## Description/Analysis

**Issue Detail:** While the full discussion of the Convention Center renovation and expansion project will be presented to Council for consideration on May 23, staff is seeking Council authorization to execute supplemental agreements with Rider Levett Bucknall Ltd., and Populous for continued owner's representative services and project definition services as they continue to refine the Convention Center renovation and expansion concept for Council consideration in May. These supplemental agreements require Council approval as each consultant has already fulfilled the work under their existing contracts and the increase for the additional work exceeds the amount that can be approved by the City Manager.

In addition, if the Council elects to move forward with the project, environmental review will be required. In order to avoid any delays with the project, minimize disruptions to Convention Center operations, and avoid cost escalation if Council elects to proceed with the project, an EIR must be prepared and certified before construction can begin. Staff is recommending that Council authorize the City Manager or his designee to execute a contract with Environmental Sciences Associates (ESA) for preparation of the EIR. ESA has significant experience preparing EIRs for recent projects in the downtown including the Golden 1 Center and DOCO projects as well as the Downtown Specific Plan. Given their experience and extensive analysis already conducted in the downtown, ESA is best positioned to prepare an EIR in the accelerated schedule prepared by staff and discussed at the March 23<sup>rd</sup> public stakeholder meeting on the Convention Center project. Staff thus recommends executing a contract directly with ESA without a solicitation process.

Finally, staff is seeking Council authorization to release a Request for Qualifications (RFQ) for a General Contractor/Construction Manager (GCCM) to provide design-assist services during the design of the Convention Center renovation and expansion. Early involvement of the GCCM during the design phase is an essential part of the design-assist delivery method, which Council authorized on October 18, 2016. By involving the GCCM early, this will allow the designer and contractor to work in a coordinated manner from beginning to end of the project, provides a faster delivery method than the traditional design-build method, increases efficiency and reduces the potential for change orders. If Council decides at the May Council meeting to proceed with the renovation and expansion of the Convention Center, it is anticipated that staff will be able to bring forward to Council the design-assist contract for the GCCM in early summer.

**Policy Considerations:** The renovation and expansion of the Convention Center is consistent with the City's General Plan Policy ERC 4.1.5, which states:

ERC 4.1.5 The City shall support renovation and expansion of Convention Center facilities and adjacent supportive infrastructure, including hotels, to attract top tier national and international events.

**Economic Impacts:** Economic impacts of the project will be evaluated when the proposed project is brought forward for Council consideration in May.

**Environmental Considerations:** As noted above, an environmental impact report (EIR) will be required for the project under the California Environmental Quality Act (CEQA). The specific actions requested under this staff report are exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

**Sustainability:** The project will be designed utilizing energy efficient standards and will reduce the carbon footprint contribution, therefore helping meet the City of Sacramento's sustainability goal. The facility will be designed in accordance with City policy LU 8.1.5 LEED Standard for City-Owned Buildings, which requires LEED (Leadership in Energy and Environmental Design) Silver or equivalent standard.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** Staff is recommending these actions to complete the refinement of the option recommended in the final public stakeholder meetings on the Convention Center and to finalize the project cost estimates. In addition, the start of the environmental review and the release of the RFQ for design-assist services is needed to meet an expedited schedule as discussed at the March 23<sup>rd</sup> public stakeholder meeting on the project. Sole sourcing the environmental review to ESA is recommended because of the schedule and ESA's extensive recent work in the Downtown that will uniquely position them to complete the EIR in time for construction to start in 2018, if approved by Council.

**Financial Considerations:** On February 14, 2017, Council authorized in Resolution 2017-0057 the transfer of \$5 million from the Community Center Fund (Fund 6010) to the Community Center Theater/Convention Center/Memorial Auditorium Projects CIP Fund (M17100100). There are sufficient funds available in the project account to pay for the ESA agreement, RLB supplement, and Populous supplement proposed by this staff report.

**Local Business Enterprise (LBE):** ESA is a local business. Populous, the design consultant for the SCC, and Rider Levett Bucknall, the owner's representative on the project, are not LBEs. The minimum participation was waived due to the unique qualifications of Populous and Rider Levett Bucknall and the need for continuity based on their prior involvement in the Convention Center project.

PROJECT NAME: Sacramento Convention Center EIR  
AGREEMENT TERM: June 30, 2018  
AUTHORIZED RENEWALS:  
DEPARTMENT: City Manager's Office  
DIVISION: Executive Office

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

---

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Environmental Science Associates  
2600 Capitol Ave., Suite 200  
916-564-4500/ bboxer@esassoc.com*

("CONTRACTOR"), who agree as follows:

- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform

---

\* This form to be used for all professional services, except services performed by architects, landscape architects, professional engineers, or professional land surveyors, or related to a construction project.

services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.
6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at: <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: Francesca Lee Halbakken

Title: Interim Assistant City Manager

For: Howard Chan, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**Attachments**

- Exhibit A      Scope of Service
- Exhibit B      Fee Schedule/Manner of Payment
- Exhibit C      Facilities/Equipment Provided
- Exhibit D      General Provisions
- Exhibit E      Additional Requirements for Surveying,  
Material Testing, and Inspection Services

**CONTRACTOR:**

Environmental Science Associates (ESA)  
NAME OF FIRM

94-1698350  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

78746  
City of Sacramento Business Op. Tax Cert. No.

**TYPE OF BUSINESS ENTITY (check one):**

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

  
\_\_\_\_\_  
**Signature of Authorized Person**

Brian D. Boxer, Senior Vice President  
Print Name and Title

\_\_\_\_\_  
Additional Signature (if required)

\_\_\_\_\_  
Print Name and Title

**EXHIBIT A  
PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Desmond Parrington, Senior Development Project Manager  
City of Sacramento  
915 I Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
Phone: 916-808-5044/Email: DParrington@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Brian Boxer, AICP, Project Director  
Environmental Science Associates (ESA)  
2600 Capitol Avenue, Suite 200, Sacramento, CA 95816  
Phone: 916-231-1270/ E-mail: BBoxer@esassoc.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

**3. Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff

capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The CITY’s Conflict of Interest Code requires designated employees, including individuals who qualify as “consultants”, to file the following statements of economic interests:

- (1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY’s Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code:  yes  no [check one]

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
- (2) Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as

required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

**4. Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**5. Time of Performance.** The services described herein shall be provided through June 30, 2018.

## Attachment 1 to Exhibit A

### Introduction

The Sacramento Convention Center Complex is part of the City of Sacramento Convention, Culture and Leisure department and is comprised of the Sacramento Convention Center, Community Center Theater, and Memorial Auditorium. The Convention Center was built in 1973 to host meetings, conventions and other large-scale events in the Sacramento region, bringing critical tourism spending to the market. The Convention Center was renovated in 1996 to better suit the needs of the region's expanding meetings and convention industry.

Located in the heart of Downtown Sacramento, the Convention Center has traditionally been viewed as an economic engine for the city and specifically downtown. Driving both regional tourism and the hotel nights that contribute to Transient Occupancy Tax (TOT) revenue for the city, the Convention Center serves large event attendees and small community events alike. Through this combination types of events, the Convention Center brings in new business and critical tax revenue that benefits the local economy.

Following a series of publicly accessible City and Stakeholder Group meetings, the CITY is prepared to move forward with an expansion plan called Convention Center Expansion Option 2. The proposed project consists of the following project elements to be developed in a phased manner:

- Phases 1a and 1b
  - Demolition of the existing west facility, including Exhibit Halls C, D, and E; West Lobby; First Floor Kitchen; Meeting Rooms 100-105; Meeting Rooms 200-205; Visitor's Center; food vendor locations currently occupied by Starbucks and APIZZA; Concourse; and administrative offices;
  - Demolition of the Panattoni Building (1030 15<sup>th</sup> Street and 1421 K Street);
  - Construction of new exhibit space (Phase 1) on first floor;
  - Construction of prefunction and service area spaces;
  - Construction of expanded first floor central kitchen and food service offices;
  - Construction of new administrative offices over East Lobby;
  - Construction of new meeting space;
  - Improved connectivity between public spaces and back-of-house spaces;
  - Construction of new east and west lobbies including areas for event registration, cafes, restrooms, and vertical circulation;

- Creation of events plaza and outdoor amphitheater between the Convention Center and Community Center Theater;
- New, upgraded, or relocated Central Utility Plant co-located to support both the Convention Center and the Community Center Theater;
- New electrical service and connections to support the Convention Center and Community Center Theater.
- Phase 2
  - Construction of new ballroom;
  - Construction of new third-floor kitchen and service areas;
  - Construction of new and enhanced prefunction areas and connections; and
  - Construction of new outdoor terrace.

The scope of work and cost estimate reflect CONTRACTOR’s expectations of the environmental issues that could arise from the project and the anticipated level of public scrutiny for a project of this type. The scope of work, schedule and budget, assume a high degree of cohesion among the CITY (including its consulting designers and engineers) and CONTRACTOR. It is also assumed that the project definition, alternatives, and other factors are stable and consistent after initiation of technical studies.

**Scope of Work**

**Task 1: Project Management**

The CONTRACTOR project leadership team will be responsible for addressing project management issues, including ongoing coordination and meetings with the CITY team, internal coordination of the technical members of the team including any subcontractors, guidance of the technical team, preparation of public presentations, review and revision based on CITY comments, QA/QC, and other related tasks.

As noted in the proposed schedule, CONTRACTOR anticipates completion of the EIR process by early 2018. If the project schedule is extended due to unforeseen circumstances and/or events outside of CONTRACTOR’s control, augmentation of the project management budget may be required.

*Task 1 Deliverables:*

- ✓ Monthly progress reports, invoices, quality assurance, budget management, and project communications.

**Task 2: Meetings with City Team**

This task includes a project kickoff meeting, and ongoing project coordination meetings/conference calls with the CITY team. It is anticipated that these meetings will take place at CITY offices, and will be attended by CONTRACTOR’s Project Director supported, as

needed, by CONTRACTOR's Project Manager as well as other team members as-needed to address issues of concern.

### **2.1 Kickoff Meeting**

CONTRACTOR staff will attend a kickoff meeting with CITY staff prior to commencing work on the environmental document. Subjects for review and discussion at the meeting will include, but not be limited to:

- Confirmation of the project components, phasing, and appropriate baseline;
- Confirmation of appropriate tiering from the Sacramento 2035 General Plan Master EIR and reliance on or references to the other relevant documents;
- Confirmation of the scope of work, level of analysis, budget, schedule, and communication protocols;
- Identification of project data, information sources, and key contacts; and
- Discussion of key issues known to be of concern to agencies, interest groups, and the public.

It is assumed that the CITY will provide any project-specific studies prepared to-date including project design details and site plan exhibits, project description details including on- and off-site infrastructure plans or specific improvements, and materials for development of the environmental document prior to the kick-off meeting. If additional data are required, CONTRACTOR will submit a memorandum identifying outstanding data requirements and the dates when such requirements are needed in order to maintain schedule compliance.

### **2.2 Ongoing Project Coordination Meetings**

The schedule for the EIR dictates regular, effective communication between the CITY and the CONTRACTOR management team and technical staff. Therefore, CONTRACTOR proposes that conference calls and/or meetings be held biweekly, depending on need. These conference calls/meetings should be scheduled at a standard time and place. In the event that conference calls/meetings are determined to be unnecessary, they can be readily cancelled; in CONTRACTOR's experience it is much easier to cancel a standing meeting than to call an ad-hoc meeting on short notice. For efficiency, CONTRACTOR recommends conference calls be the standard, with face-to-face meetings organized as needed during those designated time slots.

It is CONTRACTOR's strong recommendation that these ongoing project coordination meetings include a core group comprised of the CITY's Project Manager, CITY planning and environmental staff, CITY transportation staff and consultant, and the CONTRACTOR. To successfully meet the project schedule commitments, this group will need to work seamlessly as a team, with regular and expeditious issue identification and resolution, regular and clear communication about assumptions that can be consistently applied through the EIR, and similar issues.

In addition to CONTRACTOR meeting participation, CONTRACTOR has assumed that its subcontractor will participate in up to two (2) EIR project team meetings.

**Task 2 Deliverables:**

- ✓ Project kickoff meeting agendas and meeting notes
- ✓ Weekly project coordination meeting/conference call agendas and meeting notes

**Task 3: Prepare Notice of Preparation**

CONTRACTOR will prepare a Notice of Preparation (NOP) that will describe the proposed project, proposed square footages, building amenities, and anticipated uses, and the description will be supported by maps and figures, as appropriate. The NOP will include:

- A description of the project and its environmental setting;
- The location of the project on regional and local maps;
- The relationship of the project to the Sacramento 2035 General Plan and Master EIR and other relevant planning documents;
- The probable environmental effects of the proposed project; and
- Required entitlements and project approvals.

In addition to a brief description of the project, the NOP will include information regarding the scoping meeting and the process for completing the EIR. It will indicate that an EIR is in preparation, and request guidance from agencies and the public regarding the scope and content of the information to be included in the EIR.

CONTRACTOR will submit an electronic version of the draft NOP to the CITY for review and comment. CONTRACTOR will incorporate CITY staff comments on the draft NOP based on a single set of consolidated comments. CONTRACTOR will prepare a final NOP and Notice of Completion (NOC) for distribution by the CITY.

During the 30-day review period of the NOP, the CITY will hold a scoping meeting, supported by CONTRACTOR. The purpose of the scoping meeting will be to provide responsible agencies and the public the opportunity to provide input into the proposed scope of the EIR. CONTRACTOR will assist the CITY in preparing the format and exhibits for this meeting. The CITY will post the required noticing for the meeting; schedule the date, time, and location for the meeting; and secure the meeting room. Following the 30-day review period, CONTRACTOR will collect and review all comment letters received and summarize the content of the comment letters in the Administrative Draft EIR.

*Task 3 Deliverables:*

- ✓ Draft Notice of Preparation (electronic)
- ✓ Final Notice of Preparation (15 copies to State Clearinghouse)

- ✓ Notice of Completion
- ✓ Attendance at one scoping meeting

**Task 4: Prepare Administrative Draft Environmental Impact Report**

CONTRACTOR will prepare an Administrative Draft EIR that addresses a focused set of environmental impacts of the proposed Sacramento Convention Center Expansion project. To the extent appropriate, the analysis will be tiered from and rely upon information contained in the 2035 General Plan Master EIR. As appropriate, the EIR will document CITY codes, prior adopted measures, or relevant General Plan or Central City Community Plan policies that would avoid or reduce the magnitude of project impacts, and will also identify potential project-specific mitigation measures that could further reduce the impacts of the proposed project.

CONTRACTOR’s analysis will be structured in a way that is consistent with CEQA, the State CEQA Guidelines, and relevant case law. CONTRACTOR’s analyses will be informed by the Sacramento 2035 General Plan Master EIR, and any new relevant technical studies as feasible, and appropriate. CONTRACTOR assumes that CITY staff will review the Administrative Draft EIR and provide comments that represent the independent judgment of the CITY. CONTRACTOR will participate in meetings to discuss, clarify, and determine the proper direction for revising the document based on CITY staff comments.

CONTRACTOR will endeavor to keep the size of the EIR analysis to the minimum necessary to achieve legal defensibility, and avoid unnecessary, excessive, and repetitive “boilerplate” discussion of regulatory setting and other discussions that are not directly related to the focused impact and mitigation measure sections of each topical chapter. To the extent appropriate, technical details will be placed in appendices.

Based on initial evaluation of the proposed project and completion of the Initial Study in Task 3, CONTRACTOR anticipates that the EIR would include analysis of the following issue areas:

- Land Use and Employment (non-impact section)
- Aesthetics
- Air Quality
- Energy
- Global Climate Change/Greenhouse Gas Emissions
- Hydrology and Water Quality
- Noise and Vibration
- Transportation
- Utilities and Infrastructure

### *Introduction*

The introduction to the EIR will present the project background, and will describe the organization of the EIR, type and use of the EIR, the relationship to the Sacramento 2035 General Plan Master EIR, the environmental review process, the focus of the EIR analysis, other documents used in preparation of the EIR, lead and responsible agencies, and opportunities for public comment.

### *Summary*

The Summary will clearly present the proposed project and the relationship of the proposed project to the Sacramento 2035 General Plan Master EIR. The Summary will also summarize the main findings of the EIR. CONTRACTOR will include a summary table that summarizes the impacts, the significance of each impact before and after prior adopted mitigation measures, any additional recommended project-specific mitigation measures, and the significance of each impact after implementation of project-specific mitigation measures. The summary table will also present the impacts that were considered to be fully evaluated in the 2035 General Plan Master EIR and the mitigation measures that were identified in that document and that will be adopted for the proposed project. The Summary will also summarize areas of controversy, the comparative effects of alternatives analyzed, and significant and unavoidable impacts, if any.

The Summary will be presented and formatted with the intent that it may be separately printed and distributed for use by interested parties.

### *Project Description*

CONTRACTOR will prepare a project description section of the ADEIR based on the project description provided by the CITY and its design consultants. CONTRACTOR will identify any supplemental information requirements necessary for the EIR. It is anticipated that the project description will include the following items:

- Convention Center building size and footprint;
- Pedestrian access points and circulation;
- Truck loading locations and number of docks;
- Past and projected future annual and daily attendance levels;
- Past and projected number of annual events including number, type, and size;
- Existing and proposed square footages for event, public, and back-of-house areas;
- Anticipated hours of operation;
- Number of employees;
- Any uses in addition to the Convention Center (e.g., vendors);
- Outdoor event space;
- Construction methods and timeframes;
- On- and off-site infrastructure, including any infrastructure that may serve existing on- or off-site uses, or other uses that could be disrupted by construction;
- Phasing;

- Relationship to/consistency with the 2035 General Plan and Master EIR;
- CITY approvals; and
- Other agency approvals.

If such information is not going to be made available, CONTRACTOR will identify reasonable assumptions that can be made regarding the proposed Convention Center Expansion project. The project description will also incorporate Convention Center Expansion visual simulations from the CITY's design team, if available. CONTRACTOR anticipates working collaboratively with the CITY, the CITY's design team, and other CITY consultants to develop and confirm these assumptions. For budget purposes, CONTRACTOR assumes that the project description used in the EIR will be substantially the same as that provided to the EIR team at project initiation, and that the work effort included in this task will result in modification to the project description only where necessary to provide additional information related to the environmental topics to be addressed in the EIR. From the information provided by the client, CONTRACTOR will further refine, as necessary, the project description which describes the project objectives, proposed infrastructure, and demand-related infrastructure and services. The project description will also discuss the relationship between the proposed project and the surrounding land uses as well as the Convention Center Expansion's consistency with the City of Sacramento 2035 General Plan policies.

*Issues Previously Determined to be Less Than Significant*

Based on initial evaluation of the project and in light of CONTRACTOR's understanding of the project components, CONTRACTOR anticipates that most environmental and regulatory setting, and potential impacts, including most cumulative impacts, within the following CEQA issue areas have been adequately considered in the 2035 General Plan Master EIR or impacts would not result from the proposed project, and need not be evaluated further in the EIR:

- Agriculture and Forestry Resources
- Biological Resources
- Geology, Soils, and Seismicity
- Hazards and Hazardous Materials
- Mineral Resources
- Population and Housing
- Public Services
- Recreation

The consideration of these issues will be addressed in a separate chapter of the ADEIR, entitled “Issues Previously Determined to be Less Than Significant.” This list may be altered as information becomes available during ADEIR preparation. The assessment of each of these issues will summarize the consideration of the issue in the Master EIR, provide an explanation of why the Master EIR analysis remains accurate today, and identify any mitigation measures or related policy commitments noted in the Master EIR (which will also be included in the Mitigation Monitoring Plan (MMP)). The assessment will also identify the specific CEQA Guideline that provides the basis for reliance on the Master EIR, potentially including sections 15152, 15178, or 15183.

Policies included in the 2035 General Plan that reduce significant impacts identified in the Master EIR are identified and discussed in the Master EIR, and will be referenced in the NOP. Where appropriate, the proposed project effects will be described, and standard or necessary mitigation measures will be identified.

### **Land Use and Employment**

The Land Use and Employment chapter of the EIR will provide information regarding current General Plan land use and zoning designations, as well as land use policies in the City of Sacramento and in the vicinity of the proposed project. In addition, the chapter will include a comparison of the proposed project’s predicted employment increase to the existing and planned employment for the site in the CITY’s General Plan, in order to determine if the proposed project would induce substantial growth that is inconsistent with the approved land use plan for the area. Section 15125(d) of the State CEQA Guidelines states, “[...] the EIR shall discuss any inconsistencies between the proposed project and applicable general plans and regional plans.”

CONTRACTOR’s evaluation of land use will focus on the relationship of the proposed project to the goals and policies of the 2035 General Plan, including the Central City Community Plan. CONTRACTOR will describe the existing uses on and in the vicinity of the project site in text and on a map. CONTRACTOR staff will conduct a reconnaissance-level field visit to understand the existing conditions. The relationship of the proposed project land uses on the project site to the surrounding continuing uses (Community Center Theater, Memorial Auditorium, K Street, St. Paul’s Episcopal Church, residential, and other uses) will be described.

Applicable land use policies from the 2035 General Plan will be identified. CONTRACTOR will consider the consistency of the project land use types, densities, and intensities in the context of existing and planned land uses in downtown Sacramento, including establishing consistency with the land use and urban form requirements of the 2035 General Plan and the Sacramento Planning and Development Code. Key land use issues addressed in the EIR will focus on consistency of the proposed project with applicable land use plans and policies.

CONTRACTOR’s analysis of potential employment effects of the proposed project will entail description of the existing employment levels as compared to the planned employment levels at the Convention Center, and set in context as compared to the existing and planned employment in the City of Sacramento. If employment increases are substantial, changes to the jobs/housing relationship in the Central City and the City as a whole will be addressed. Consistent with the CITY’s standard template,

this section will be a discussion chapter and will not include specific thresholds of significance or impact statements.

This section will not include a discussion of population and housing as the proposed project would not result in housing or population increases in Downtown.

#### *Environmental Setting, Impacts and Mitigation Measures*

To the extent that the Sacramento 2035 General Plan Master EIR identifies policies, programs, or mitigation measures that reduce potentially significant impacts, such mitigation will be identified in the discussion and will be placed in the MMP and made a condition of project approval. In limited cases, the EIR may propose to modify or augment prior approved mitigation measures to better address the specific conditions of the proposed project.

#### **Aesthetics**

The visual impact analysis will focus solely on the potential light impacts of the proposed project, especially as it relates to light spillover onto sensitive receptors such as the adjacent St. Paul's Episcopal Church, residences at the Maydestone Apartments on 15<sup>th</sup> Street, and the visibility of the structure from key vantage points such as K Street, J Street, and 15<sup>th</sup> Street. The analysis will assess whether the proposed project, including related signage, would create light in such a way as to cause public hazard or annoyance for a sustained period of time or cast light onto oncoming traffic or residential uses. The light analysis will be based on detailed information provided by the CITY's design team, including descriptions of proposed lighting and illuminated sign elements on and around the facility, and available photometric data and studies. CONTRACTOR anticipates that such simulations will be provided by the CITY's design team, independently reviewed by CONTRACTOR, and included in the EIR. The aesthetics section will incorporate the extensive consideration of visual resources in the Central City Urban Design Guidelines, and the Sacramento 2035 General Plan and Master EIR. It is anticipated that there would be no impact to visual quality and character, scenic vistas and resources, or glare, and these issues will not be addressed in the impact discussion.

#### **Air Quality**

CONTRACTOR will prepare an air quality section that meets the requirements of CEQA, the California Air Resources Board (CARB), and the Sacramento Metropolitan Air Quality Management District (SMAQMD). The air quality section will be accompanied by an Air Quality Technical Appendix that contains the outputs from computer modeling and other calculations that form the basis of the analysis of construction and operational emissions. It is anticipated that there would be no impact to odor, and this issue will not be addressed in the impact discussion.

**Criteria Pollutants:** CONTRACTOR will describe the existing setting in the Sacramento Valley Air Basin, and, where relevant, in and around the project area, based on available information from the SMAQMD, including information related to criteria pollutants, toxic air contaminants, and odors. CONTRACTOR will present relevant regulatory information, including summaries of pertinent information about the federal Clean Air Act, the California Clean Air Act, and other laws, regulations, and policies that could affect the project or the air quality analysis presented in the EIR.

CONTRACTOR will describe relevant significance criteria based on the State CEQA Guidelines, the SMAQMD, and other air quality agencies. CONTRACTOR will estimate criteria air pollutant emissions from mobile, stationary, and area sources using the CalEEMod computer model.

CONTRACTOR will estimate emissions for each construction phase, including demolition. CONTRACTOR will also estimate emissions for project operations. Model inputs for both construction and operation will be based on information specific to the project, including trip generation information provided by the CITY's transportation consultant. CONTRACTOR will use the CalEEMod software to estimate both construction and operational emissions. CONTRACTOR will compare project emissions to SMAQMD's annual significance thresholds. If necessary, CONTRACTOR will identify mitigation measures to reduce air quality impacts.

**Greenhouse Gas Emissions:** To support the climate change analysis, CONTRACTOR, when estimating criteria pollutant emissions, will also estimate GHG emissions.

**Health Risks:** Construction-related health risks would primarily result from diesel particulate matter (DPM) associated with construction equipment. CONTRACTOR will evaluate the risks to nearby residents from DPM exposure. The evaluation of construction-related health risks will be conducted qualitatively because of the low likelihood of potential health risks.

CONTRACTOR will also evaluate the proposed project's operational health risks. These risks would result from the project's potential to generate DPM primarily from idling trucks at the expanded loading docks. The evaluation of health risks will be qualitative, primarily because of the California Air Resources Board rule that limits diesel truck idling to no more than five minutes.

If applicable, CONTRACTOR will identify measures to mitigate any adverse impacts on air quality based on professional standards and on requirements established by the SMAQMD.

**Air Quality Mitigation Plan:** CONTRACTOR will prepare an air quality mitigation plan (AQMP) using the SMAQMD's Proposed Recommended Guidance for Land Use Emission Reductions, Version 3.0 (for Operational Emissions).

### **Cultural Resources**

The cultural resources analysis will address potential impacts on known and unknown prehistoric and historic-era archaeological resources and built-environment resources. The cultural resources section of the EIR will assess the project's potential impacts on historical architectural resources in accordance with the requirements of CEQA. The Convention Center is not a historic resource and is not considered a sensitive resource. CONTRACTOR has assumed that no field or survey work for the project, beyond an initial site visit will be required, and a site-specific records search will not be conducted due to the amount of existing information available for the Downtown, including the proposed project site.

The proposed project site is in a highly disturbed urban environment that has been previously excavated. While it is not anticipated that archaeological resources, paleontological resources, or human remains are located on the project site, geotechnical investigation reports prepared for the proposed project may provide additional information for regarding subsurface resources.

CONTRACTOR will use existing inventories, assessments, and mitigation strategies that have been

developed in the Central City, and carry them forward into the EIR. The recently enacted Assembly Bill (AB) 52 will necessitate tribal consultation as part of the evaluation of cultural resources; AB 52 consultation will be undertaken by the CITY and the CITY will provide information to CONTRACTOR regarding the status of that outreach and any ongoing communication/consultation with the tribes. Because of historic activities on the project site, it is anticipated that new significant effects related to cultural resources are unlikely.

### **Energy Demand and Conservation**

CONTRACTOR will address the State CEQA Guidelines Appendix F by evaluating whether the project would avoid or reduce inefficient, wasteful, or unnecessary energy consumption, including energy directly used for construction (fuel and electricity) and project operations (electricity and natural gas), as well as energy indirectly used for transportation to and from the project site (fuel). Calculations will be presented for all energy sectors and the analysis of energy impacts will be consistent with guidance provided in Appendix F.

The section will include an energy setting, an energy impacts evaluation and, if necessary, mitigation to reduce or eliminate inefficient energy use. The setting section will describe existing energy supplies and energy use patterns in the region and locally and provide information on the energy portfolio of suppliers SMUD and PG&E.

General Plan policy LU 8.1.5 requires new or renovated City-owned buildings to be energy efficient and meet, as appropriate, LEED (Leadership in Energy and Environmental Design) Silver or equivalent standard. Therefore, the EIR analysis will include a description of the methods and energy conserving features intended to be included in the project design to achieve the equivalent of LEED Silver energy performance. If necessary, CONTRACTOR will identify mitigation measures to reduce inefficient or wasteful energy consumption. These measures may include items suggested in Appendix F of the State CEQA Guidelines, including measures to reduce construction and transportation energy use, increase building energy efficiency, and reduce solid waste generation.

The impacts section will evaluate the project's construction and operational energy use. The construction energy use estimates will be based on the type, number, and activity levels of construction equipment needed to build the project. Where available, project specific information will be gathered from the CITY and the CITY's consultants; relevant information will relate to construction phasing, schedule, and equipment. Where project specific information is not available, CONTRACTOR will make reasonable and conservative assumptions, consistent with the assumptions made for the construction air quality and noise analyses. The operational analysis will include energy use associated with transportation and building heating and cooling. Transportation energy use will be based on information provided in the transportation analysis prepared the CITY's transportation consultant, specifically trip generation rates and vehicle miles traveled. Building energy use will be estimated using building square footages and Title 24 building energy standards in effect at the time of construction, and will be derived from the CalEEMod air emissions model, and thus will be consistent with the results of the air quality and GHG analyses.

## **Global Climate Change/Greenhouse Gas Emissions**

CONTRACTOR will prepare the Climate Change section of the EIR, including presentation of the current setting, regulatory background, impact analyses, City of Sacramento Internal Operations Climate Action Plan (IO CAP, updated in 2016) consistency determination, and mitigation. The GHG modeling undertaken as part of the air emissions modeling, described above will be incorporated into this analysis.

In light of State CEQA Guidelines section 15064.4(b)(3), the analysis will focus on establishing the consistency of the proposed project with the CITY's recently adopted 2035 General Plan which incorporates greenhouse gas reduction measures and climate action plan policies, as well as with the CITY's 2016 IO CAP Update. CONTRACTOR will conduct a full analysis of how the project would conform with all applicable climate change policies in the 2035 General Plan and reduction targets and strategies identified in the 2016 IO CAP Update. It is currently expected that the conclusion of this work will reflect that the project would be consistent with the CITY's 2016 IO CAP Update, and thus the project's contribution to cumulative GHG emissions would be less than considerable. In the event that the results of the analysis lead to a different conclusion, potential mitigation measures will be identified which would facilitate the project's conformance with the CAP.

## **Hydrology and Water Quality**

In accordance with the requirements of CEQA and consistent with the standards of significance identified in the City of Sacramento Environmental Checklist, the Hydrology and Water Quality section of the EIR will focus on an assessment of the proposed project's potential effects related to groundwater resources including construction and operational dewatering. The EIR assessment will focus on the following:

- Potential for impacts to groundwater quality by adversely affecting the flow of groundwater,
- Potential for effects due to disposal of dewatered groundwater to the CSS, including potential for subsidence of nearby structures,
- Potential for on- and off-site construction-related stormwater runoff impacts, and
- Appropriate construction BMPs.

The hydrology and water quality analysis will include a description of existing hydrological conditions on the site; applicable state, federal, and local regulations that pertain to surface water and groundwater resources; analyses of potential project effects on surface water quality and cumulative impacts; and, if appropriate, mitigation measures necessary to reduce or avoid significant impacts. The section will incorporate information from the General Plan Master EIR, including previously identified mitigating measures and policies.

The project site is east of the known extent of the contaminated South Plume (believed to extend to between 10<sup>th</sup> and 11<sup>th</sup> Streets), so discussion of contaminated groundwater will not be included in the EIR section. Removal of the existing foundation and/or excavation is anticipated during construction, although disruption of the existing permanent dewatering system is not anticipated to occur during construction. The hydrology and water quality analysis will address the potential effects caused by short-term and long-term dewatering and disposal to the CSS. Any potential effects of dewatering on

groundwater levels will be presented, and if adverse effects are identified appropriate mitigation measures will be described.

The discussion of potential construction impacts on surface water will focus on documenting the project's compliance with the State's National Pollutant Discharge Elimination Permit (NPDES) requirements including the construction permit (CVRWQCB Order No. 2012-0006-DWQ) and the permit regulating discharge from the CSS (NPDES No. CAS000002). Compliance with the requirements of the CITY's Stormwater Quality Improvement Program and the Sacramento Countywide Sacramento Stormwater Quality Partnership and associated permit requirements (e.g., CVRWQCB Order No. R5-2015-0023, NPDES Permit No. CAS082597).

It is anticipated that there would be no impact to water quality, drainage, erosion, on- and off-site flooding, runoff, redirection or impairment of flows, or levee or dam failure, and no potential for seiche, tsunami, or mudflow hazards. These issues will not be addressed in the impact discussion.

### **Noise and Vibration**

CONTRACTOR will describe the current ambient noise environment in the vicinity of the project site based on a noise survey. Information on the existing noise environment within and around the project area will be gathered through up to 5 short-term measurements taken at up to 5 locations sufficient to characterize ambient noise and to provide calibration data for noise modeling purposes. One 24-hour noise measurement will be taken near the project site to assess average, longer-term, and peak noise exposure at sensitive land uses that may be impacted during future operations of the Convention Center. Short-term and 24-hour monitoring locations will be identified based on the location of present noise-sensitive receptors.

Traffic along several surface streets such as J Street and 15<sup>th</sup> Street are the predominant sources of noise in the area. The proposed improvements to the Convention Center would result in an increase in vehicle and truck traffic. Traffic noise impacts will be estimated using the U.S. Department of Transportation's Federal Highway Administration (FHWA) traffic noise prediction equations and traffic volumes provided by the CITY's traffic consultant. Noise impacts will be evaluated in terms of the absolute increase in noise and the noise and land use compatibility guidelines established in the City of Sacramento 2035 General Plan. Additionally, other available information sources will be used to the extent feasible to ensure consistency with the environmental review process.

CONTRACTOR will identify state and local noise policies, including the noise/land use compatibility guidelines contained in the Noise Element of the City of Sacramento General Plan and any other relevant CITY ordinances or regulations.

CONTRACTOR will assess potential noise impacts from project construction based on anticipated schedules, project phasing, and available information from the applicant or reasonable assumptions about construction equipment to be used during the construction phases.

CONTRACTOR will assess the potential for traffic noise impacts on existing land uses, and the compatibility of the proposed project's noise-sensitive and noise-generating land uses as reflected in the project description. CONTRACTOR will estimate potential from project-generated traffic using the FHWA traffic noise prediction equations and the impacts from stationary sources (HVAC, generators,

loading docks, etc.) using standard noise models. CONTRACTOR will base the analysis on project-specific data provided by the CITY's traffic consultant and stationary source type and location information from the project description.

CONTRACTOR will assess the potential for crowd noise impacts associated with the Convention Center using data collected for attendee ingress and egress of other venues in California and comparing them to existing noise levels determined by monitoring.

Noise generated by a new outdoor amphitheater and outdoor speakers will also be modeled and presented in the EIR. Noise modeling for the outdoor activities will consider speaker placement, if known, and maximum volumes. Particular attention will be paid to noise sensitive uses in the vicinity, including the adjacent church, residences, and existing and planned hotels. Noise contour maps will be provided.

The project site is not within two miles of a public airport or private airstrip, and no impact would occur. Therefore, this issue will not be analyzed in the EIR.

**Vibration:** CONTRACTOR will evaluate the effects of vibration associated with construction equipment and pile driving on buildings located in the immediate project vicinity, which consists of commercial, residential (Maydestone Apartments) and institutional (St. Paul's Episcopal Church) uses. Particular attention will be paid to historical structures in the vicinity including the Maydestone Apartments, St. Paul's Episcopal Church, 1414 K Street office building, and Julia Morgan-designed Public Market Building that is part of the Sheraton Grand Hotel across 13<sup>th</sup> Street from the Convention Center. CONTRACTOR will use Caltrans' methodology to evaluate the potential for building damage with distance from pile driving, demolition, and other vibration-inducing construction techniques. In addition, the human annoyance impact of pile driving will also be assessed using Caltrans perception thresholds.

CONTRACTOR will recommend noise and vibration mitigation measures, as needed, to address any additional project and/or cumulative impacts.

### **Transportation and Circulation**

The transportation, circulation, and parking analysis will be prepared by the CITY's transportation consultant. CONTRACTOR will undertake the following tasks in order to ensure that the transportation analysis is effectively coordinated with the remainder of the EIR:

- coordinate with the CITY's transportation consultant to ensure consistency in the project description elements and assumed modal characteristics;
- ensure that comments or issues related to transportation are effectively communicated to the CITY Department of Public Works, Environmental Science staff, and CITY's transportation consultant;
- participate in technical discussions related to the development of the scope and methodology for the transportation analysis;
- review technical memoranda and draft versions of the Transportation chapter;

- ensure coordination between mitigation for transportation effects and mitigation developed for air quality, greenhouse gas emissions, energy, and noise effects; and
- ensure consistency between the Transportation chapter and other technical analyses in the EIR.

### **Utilities and Service Systems**

CONTRACTOR has assumed that the CITY Department of Utilities will provide existing plans, or plans showing intended expansions/upgrades, of wet and dry utilities and services systems that serve the Convention Center. CONTRACTOR will coordinate with CITY Department of Utilities to review the proposed project plans for the provision of water, wastewater, and drainage infrastructure, including calculations of the water demand and wastewater and drainage flows generated by the proposed project. CONTRACTOR has assumed that CITY staff will review the adequacy of the existing and proposed on-site and off-site water, sewer, and drainage infrastructure to support the proposed project, including assessment of the ability of the CITY's CSS to serve the expanded Convention Center (e.g., limitation of flows from development into the CSS to no more than five cubic feet per second). Because the site is fully impervious, CONTRACTOR currently assumes that the drainage characteristics of the site will not materially change.

The evaluation of dry utilities will focus on the need for off-site improvements that could require analysis in the EIR. The review will focus on electricity and natural gas, and CONTRACTOR will contact service providers for electricity (SMUD) and natural gas (PG&E) services to request information about those providers' ability to provide service to the proposed project.

It is anticipated that there would be no impact to storm drainage because the amount of impervious surface at the project site would not change. Additionally, there would be no impact to solid waste as the proposed project would not have a significant adverse effect on the solid waste stream. Therefore, these issues will not be addressed in the impact discussion.

***Wastewater and Drainage:*** Issues related to the generation of wastewater and urban storm drainage from development on the project site, and the capacity of the CITY's Combined Sewer and Stormwater system (CSS) and the Sacramento Regional Waste Water Treatment Plant (SRWTP) to accommodate flows generated in the Central City, and cumulative impacts were disclosed in the 2035 General Plan Master EIR. These cumulative impacts discussions from the 2035 General Plan Master EIR will be incorporated into the EIR along with any mitigation measures of general application.

Impacts on wastewater and drainage systems will be identified by comparing existing service capacity and facilities against future demand associated with implementation of the proposed project. Therefore, in light of the standards of significance identified in the City of Sacramento Environmental Checklist, CONTRACTOR will evaluate the potential for the proposed project to create or contribute runoff or sewage flows that would exceed the capacity (peak flow) of existing or planned stormwater drainage systems or require the construction of new wastewater facilities or stormwater drainage facilities, the construction of which could cause significant environmental effects.

The proposed project site is already covered in impervious surfaces, with permeable surface areas limited to small amounts of turf and planters in the public plaza. Therefore, it is not anticipated that substantial changes, if any, would occur to stormwater volumes or flows.

Information related to the existing and future capacity of the CITY's CSS and SRWTP that is included in the 2035 General Plan Master EIR will be summarized and incorporated by reference, and updated as necessary based on communication with CITY Department of Utilities staff regarding the CITY's CSS and communication with the Regional San regarding the SRWTP.

Impacts on wastewater and drainage systems will be identified by comparing existing service capacity and facilities against future demand associated with implementation of the proposed project. The EIR will identify mitigation measures as necessary to reduce potentially significant environmental impacts.

**Water Supply:** Issues related to the project-specific and cumulative demand for potable water supply and distribution facilities from development in the CITY were previously addressed in the 2035 General Plan Master EIR. The Master EIR assumes water supply for the proposed project will be supplied through surface water rights and entitlements from the Sacramento and American rivers, along with groundwater pumped through CITY operated groundwater wells. Water will be treated at the Sacramento River and Fairbairn Water Treatment Plants and conveyed to the Central City through existing off-site infrastructure.

Development and building conditions in the CITY are essentially the same as in 2015, with only slight upticks in the economy, and the conclusion regarding cumulative impacts made in the General Plan Master EIR should be relied upon for this EIR. The Convention Center is an existing use with existing infrastructure, and continuation of the site as a convention center was analyzed in the Master EIR. Although the proposed project would expand the square footage and employment levels of the Convention Center, that expansion would not meet the requirements of Senate Bill 610 (Chapter 643, Statutes of 2001; Section 21151.9 of the Public Resources Code and Section 10910 et seq. of the Water Code) to require the preparation of a water supply assessment. However, the EIR will calculate the increase in water demand based on water demand factors provided by the CITY Department of Utilities. CONTRACTOR will review the CITY's Urban Water Management Plan (UWMP) and evaluate the availability of water supply to meet the increased demand created by the proposed project and analyze the adequacy of the existing and proposed on-site and off-site water supply infrastructure to support the project.

Project impacts on water supply will be identified by comparing existing water demands and water treatment plant capacity against future demand associated with implementation of the proposed project. The EIR will also incorporate information on cumulative water demand from the 2035 General Plan Master EIR and 2015 UWMP, and will discuss the contribution of the proposed project to this cumulative demand.

Information related to solid waste collection and landfill capacity will be obtained from the City of Sacramento General Plan, the Master EIR, the California Integrated Waste Management Board, communication with City of Sacramento Solid Waste Division staff, and other environmental documentation for projects in the Central City. The solid waste generated by the proposed project will be calculated based on California Integrated Waste Management Board's per-capita solid waste disposal rates for similar facilities. Impacts related to increased generation of solid waste that would result from implementation of the proposed project will be determined by comparing existing and

future service capacity at landfills that serve the City of Sacramento against future demand associated with implementation of the project. Mitigation measures intended to reduce impacts related to solid waste will be proposed, where appropriate.

### **Growth Inducement**

Consistent with the requirements of State CEQA Guidelines section 15126.2(d), the EIR is required to consider the ways in which the project could induce additional growth, either through the removal of obstacles to growth or through the creation of economic stimuli that might spur growth beyond that provided for in the General Plan.

One of the stated objectives of the proposed project is to facilitate higher levels of occupancy in nearby hotels, and to stimulate demand for additional hotel rooms in the CITY. Two nearby locations have been identified as potential sites for future hotel construction. At a qualitative level, the EIR will evaluate the ways that the proposed project could stimulate development or redevelopment of underutilized sites in the Central City, including surface parking lots or parking garages near the project site or in midtown. CONTRACTOR will evaluate the potential for the project to induce growth in the CITY through the provision of larger and reconfigured exhibit and meeting space. The analysis will consider whether any utility or facility improvements would facilitate growth in the Central City that is currently constrained or limited.

### **Cumulative Impacts**

Each issue area chapter will define cumulative impacts, the cumulative context and scenario, geographic scope, and methods for characterizing cumulative impacts. As appropriate, the cumulative impacts analysis for each issue area will incorporate relevant information from the cumulative impacts analysis in the Sacramento 2035 General Plan Master EIR.

### **Alternatives**

The EIR must include an analysis of a reasonable range of alternatives to the proposed project that could avoid or reduce the magnitude of one or more significant impacts identified for the proposed project (see State CEQA Guidelines section 15126.6[a]). CONTRACTOR anticipates that the EIR will include a comparative and largely qualitative analysis of up to four (4) alternatives to the proposed project.

The alternatives will include a “No Project” Alternative, which will describe future environmental conditions without expansion of the Convention Center and no change in the number or type of events or number of attendees. It is likely that one alternative should be a “smaller” expansion of the Convention Center or be limited to simple interior reconfiguration of some existing meeting spaces to allow for slightly different sized events that would address impacts caused by the intensity of activity. A larger expansion of the Convention Center that would expand the footprint of the building and include more square footage for exhibit space, ballrooms, and meeting space would also be considered to allow for programming much larger conventions and more easily allow for overlapping and concurrent events. Another alternative may consider expansion of the Convention Center similar to the proposed project, but without the demolition of the Panattoni building and construction of the East Lobby, which would address potential impacts caused by increased pedestrian activity along 15<sup>th</sup> Street. This

alternative may also consider no expansion of the loading dock area to remove potential impacts that may be caused by increase truck delivery activity.

CONTRACTOR anticipates that the EIR will not include assessment an assessment of an off-site alternative because the Convention Center is already located in downtown Sacramento on CITY-owned property and the primary objective of the project is to expand and improve this existing facility. In addition, the EIR will include a discussion of alternatives that were considered but rejected from full evaluation in the EIR, and could include the alternatives that were considered but not advanced by the Mayor's City Team and Stakeholder Group.

### **Other CEQA-Mandated Sections**

This section will two additional subsections that address specific requirements of CEQA, as noted below:

- **Cumulative Impacts.** A summary of the cumulative impacts identified in each environmental resource issue chapter.
- **Unavoidable Significant Impacts.** This section will summarize the significant and unavoidable environmental effects identified in the technical impact analyses of the Draft EIR.

Complete Administrative Draft

CONTRACTOR will submit an electronic version of the complete Administrative Draft EIR to the City of Sacramento for review and comment.

#### *Task 4 Deliverables:*

- ✓ Draft EIR Section Template (electronic)
- ✓ Complete Administrative Draft EIR (electronic)

### **Task 5: Prepare Draft Environmental Impact Report**

#### **5.1 Screencheck Draft Environmental Impact Report**

CONTRACTOR anticipates that all comments on the Administrative Draft EIR will be directed through the City of Sacramento Community Development Department, Environmental Planning Division, which will convey their approved comments to CONTRACTOR. CONTRACTOR will incorporate CITY staff comments on the Administrative Draft EIR and submit one electronic version of the Screencheck Draft EIR. In order to expedite the EIR schedule, it may be necessary to hold up to two (2) day-long review meetings that will include CONTRACTOR staff, the CITY, and the CITY's transportation consultant. CONTRACTOR expects that the comments and outcomes from review meetings will direct revisions to the ADEIR, and CONTRACTOR has assumed that no new technical studies will be prepared and that ADEIR technical studies will not need to be substantially revised based on changes to the project or pre-approved assumptions. CONTRACTOR has allocated a level of effort to this task based on CONTRACTOR's understanding of the compressed schedule and CONTRACTOR's past experience. Once the comments are received and review meetings have been conducted, CONTRACTOR will consider the adequacy of the level of effort and confirm this with the CITY.

## 5.2 Draft Environmental Impact Report

CONTRACTOR will incorporate CITY staff comments on the Screencheck Draft EIR based on a single set of consolidated comments, and submit a final Public Draft EIR to the CITY for distribution for a 45-day public comment period. CONTRACTOR expects that the comments will direct revisions to the Screencheck DEIR, and CONTRACTOR has assumed that the comments will be primarily editorial in nature. CONTRACTOR has assumed that one (1) full day review meeting will be conducted to make final decisions about revisions to the Screencheck Draft EIR. CONTRACTOR has allocated a level of effort to this task based on CONTRACTOR's understanding of the compressed schedule and CONTRACTOR's past experience. Once the comments are received, CONTRACTOR will consider the adequacy of the level of effort and confirm this with the CITY.

CONTRACTOR will file 15 copies of the Summary and 15 CDs of the entire document (as preferred by the State Clearinghouse) and a Notice of Completion (NOC) with the State Clearinghouse.

CONTRACTOR assumes that CITY staff will prepare a Notice of Availability (NOA) to accompany the Draft EIR. CONTRACTOR also assumes the CITY will distribute the EIR to interested stakeholders, contiguous property owners, and/or publish the Notice of Availability in a newspaper of general circulation in the area affected by the proposed project.

### *Task 5 Deliverables:*

- ✓ Screencheck Draft EIR (electronic)
- ✓ Draft EIR and NOC (2 bound copies of Draft EIR and Appendices + electronic + web-ready electronic for CITY to distribute) (15 Summaries (hard copies) + 15 CDs for CONTRACTOR to deliver to the State Clearinghouse)

## **Task 6: Prepare Administrative and Final EIR Documents**

### **6.1 Administrative Final EIR**

CONTRACTOR will prepare an Administrative Final EIR that will include an introduction and listing of public comment letters received, a text changes chapter that identifies specific text changes to be made to the Draft EIR as a result of staff-initiated changes or in response to public comments, a responses to comments chapter with responses specific to comments received on the Draft EIR, and a Mitigation Monitoring Plan (MMP) for implementation by the CITY.

CONTRACTOR will review the comments received during the public review period on the Draft EIR. CONTRACTOR will prepare written responses to comments and make necessary changes to the Draft EIR to create the administrative Response to Comment document. The administrative Response to Comment document will include:

- a brief introduction;
- enumerated comment letters on the Draft EIR;
- responses to all comments on substantive environmental issues presented in the Draft EIR; and
- a listing of revisions to the Draft EIR.

Based on CONTRACTOR's understanding of this project, past history of CEQA litigation on projects elsewhere in the Central City, and potential community concerns, CONTRACTOR expects that the level

of comment received during public review of the Draft EIR will be modest. It is CONTRACTOR's current expectation that substantial criticism of the EIR will be limited to a few letters from community-based groups. CONTRACTOR further expects to receive numerous letters from agencies addressing concerns relevant to their agency, and many letters from the public expressing support or opposition to the project.

The MMP will be prepared in an agreed-upon format and will consist of:

- All mitigation measures or mitigating project features;
- Timing/frequency of action;
- Responsibility for implementation;
- Responsibility for monitoring;
- Verification of compliance.

Consistent with the approach taken in other MMPs prepared for projects in the Central City, to the extent possible, monitoring and implementation will be tied to existing CITY processes and mechanisms.

In order to expedite preparation and review of responses to comments, CONTRACTOR anticipates up to one (1) day-long meeting to review comments and discuss direction for responses.

CONTRACTOR has provided an estimate of the level of effort required to prepare responses to comments based on CONTRACTOR's experience with other similar projects in Sacramento, CONTRACTOR's current understanding of the relative support and opposition to the project, and CONTRACTOR's understanding of the compressed schedule. CONTRACTOR will respond to comments related to the potential physical impacts of the proposed project as they relate to the environmental analyses presented in the EIR within the estimated level of effort. CONTRACTOR has assumed that responses will involve explanation, clarification, or amplification of the contents of the Draft EIR. CONTRACTOR has assumed that no new technical analyses will be required and that completed technical studies will not need to be substantially revised based on changes to the project or pre-approved assumptions as part of the response to comments.

## **6.2 Final EIR**

Following review of the Administrative Final EIR, CONTRACTOR will make revisions to the document and prepare the Final EIR document.

CONTRACTOR assumes that the CITY will prepare the Notice of Availability.

### *Task 6 Deliverables:*

- ✓ Administrative Final EIR (electronic)
- ✓ Final EIR for publication (2 bound hard copies + electronic + electronic web- ready)

### **Task 7: Prepare Administrative Record**

CONTRACTOR will gather the references cited in and relied upon for analysis in the EIR and will organize those references in a logical, cohesive manner. CONTRACTOR will submit an electronic version of the Administrative Record to the CITY following publication of the Final EIR.

#### *Task 7 Deliverables:*

- ✓ Administrative Record (electronic)

### **Task 8: Findings of Fact and Statement of Overriding Considerations**

In the event that the CITY determines to approve the proposed project, CONTRACTOR will prepare written Findings of Fact, pursuant to section 15091 of the State CEQA Guidelines and in the CITY's format, to support final CITY action on the project. The Findings will include a specific finding for each significant impact of the project, describing the nature and significance of the impact, the status of mitigation, and the rationale for any mitigation that is to be rejected or that lies in the authority of another jurisdiction.

If any impacts are found to be significant and unavoidable, CONTRACTOR will prepare a Statement of Overriding Considerations (SOC), consistent with the requirements of section 15093 of the State CEQA Guidelines, that describes the reasons for project approval despite the occurrence of such impacts. It is anticipated that the SOC will identify a range of economic, employment, and social considerations. Since CEQA requires that the SOC be based on substantial evidence, CONTRACTOR assumes that the basis for the SOC will be found in financial, fiscal, and other economic studies undertaken by the CITY, the Sacramento Convention & Cultural Services Department, and others.

The Findings of Fact and the SOC will be drafted as companions to other "decision" documents developed for the project approval process, such as the CITY Staff Report, draft resolutions, and the like.

CONTRACTOR will prepare a draft version of the Findings and SOC for submittal to the CITY. In the past, CITY staff have taken these draft documents and finalized them internally, and CONTRACTOR has assumed that the CITY would do the same in this case. However, if, due to the compressed project schedule, the CITY would like support from CONTRACTOR in finalizing these documents, CONTRACTOR will do so based on the availability of budget or an augment if determined necessary.

#### *Task 8 Deliverables:*

- ✓ Draft Findings of Fact and Statement of Overriding Considerations (electronic)

### **Task 9: Environmental Impact Report Hearings**

#### **9.1 Planning and Design Commission Hearings**

The CONTRACTOR Project Director and Project Manager will participate in one (1) public hearing before the CITY Planning and Design Commission related to consideration of certification of the EIR and approval of the project. CONTRACTOR assumes that CITY staff would prepare any necessary presentations, and that the CONTRACTOR would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing related to EIR certification and the project's merits.

## 9.2 City Council Hearings

The CONTRACTOR Project Director and Project Manager will participate in two (2) public hearings before the City Council for consideration of certification of the EIR and approval of the project. CONTRACTOR assumes that CITY staff would prepare any necessary presentations, and that the CONTRACTOR would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing on the project's merits.

CONTRACTOR assumes that CITY staff will prepare and file the NOD with the State Clearinghouse and the Sacramento County Clerk and would pay California Department of Wildlife (CDFW) fees associated with filing of the NOD.

### *Task 9 Deliverables:*

- ✓ Attend one (1) City Planning and Design Commission hearing, including relevant materials
- ✓ Attend two (2) City Council hearings, including relevant materials

### **Task 10: Prepare Final Certified EIR**

Following certification of the EIR, CONTRACTOR will assemble the Final Certified EIR. This document will include:

- Draft EIR, as revised in Response to Comments (including all appendices);
- Comments on the Draft EIR;
- Responses to comments on the Draft EIR;
- Mitigation Monitoring Plan;
- Final Findings of Fact and Statement of Overriding Considerations;
- EIR Certification Resolution; and
- Notice of Determination.

### *Task 10 Deliverables:*

- ✓ Final Certified EIR (2 bound hard copies + electronic + electronic web- ready)

### **Task 11 Hazardous Materials Investigation and Geotechnical Report**

#### **11.1 Phase 1 Environmental Site Assessment**

CONTRACTOR will perform research to estimate the potential for impacts to the Sacramento Convention Center from the presence of hazardous substances and/or petroleum products at levels warranting regulatory cleanup action on or within the vicinity of the Sacramento Convention Center. For the purposes of this Phase I ESA, the "vicinity" of the Sacramento Convention Center is defined as properties located within ¼-mile of the Sacramento Convention Center. CONTRACTOR will:

- Perform a reconnaissance of the Sacramento Convention Center to assess for the presence, or make visual observations of indicators of the potential existing presence, of hazardous materials, hazardous wastes, or soil and/or groundwater impacts at the Sacramento Convention Center. These indicators include 55-gallon drums, underground and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls

(PCBs), and areas conspicuously absent of vegetation. If access is unavailable to any portions of the Sacramento Convention Center, CONTRACTOR's ability to complete the assessment described herein may be hindered. Provisions for a survey of wetlands delineation, asbestos, lead-based paint, lead in drinking water, radon and methane gas are not provided in this scope of services.

- Perform a visual survey of the adjacent properties from the Sacramento Convention Center and from public thoroughfares to observe general types of land use surrounding the Sacramento Convention Center.
- Review the Standard Environmental Records Sources: Federal and State referenced in ASTM Designation E 1527-05 and 40 CFR Part 312 to obtain information regarding the potential presence of hazardous substances/petroleum hydrocarbons on the Sacramento Convention Center or on properties located within the approximate minimum search distance specified for each source. The records searched will include registries or publicly available lists of recorded engineering and institutional controls, and recorded land use restrictions that may impact the Sacramento Convention Center.
- Review reasonably ascertainable regulatory agency files for the Sacramento Convention Center and/or properties in the vicinity of the Sacramento Convention Center whose environmental conditions might potentially impact the Sacramento Convention Center. The sources for these files could include the Sacramento County Environmental Management Department (SCEMD), the Regional Water Quality Control Board (RWQCB), and the Department of Toxic Substances Control (DTSC).
- Contact local public agencies by telephone or in writing to obtain readily ascertainable information regarding underground storage tank permits, agriculture-related permits and violations, air emission permits and violations and electrical transformers. The information would be obtained for the Sacramento Convention Center and adjacent properties. The agencies contacted may include the CITY building department, air pollution control agency, agriculture department, and gas and/or electric utility companies.
- Review and interpret reasonably ascertainable aerial photographs to obtain information concerning the historical use of the Sacramento Convention Center and adjacent properties.
- Review EDR Sanborn, Inc. Fire Insurance Maps for the Sacramento Convention Center. The EDR Sanborn Fire Insurance Maps would be reviewed to obtain information concerning the historical uses of the Sacramento Convention Center and the potential presence of underground storage tanks on the Sacramento Convention Center.
- Review pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and hydrogeologic conditions in the vicinity of the Sacramento Convention Center.
- Review documents provided by the CITY, as available. Potentially useful documents may include geotechnical, geologic, and environmental reports, Sacramento Convention Center plans, plot plans, and correspondence with regulatory agencies.
- Review United States Geological Survey (USGS) topographic maps to obtain information relative to the topography of the Sacramento Convention Center and previous development and uses of the Sacramento Convention Center and properties located in the vicinity of the Sacramento Convention Center.

- Review the State of California Department of Conservation’s Division of Oil, Gas, and Geothermal Resources web to obtain information regarding the locations of potential oil and gas wells on and in the vicinity of the Sacramento Convention Center.
- If requested, review recorded land title records for the Sacramento Convention Center in accordance with the requirements identified in 40 CFR Part 312. The purpose of obtaining a chain-of-title report is to assess whether any requirements regarding engineering and institutional controls have been recorded for the Sacramento Convention Center, and whether any land use restrictions and/or environmental cleanup liens are associated with the Sacramento Convention Center. As an alternative, CONTRACTOR can order an environmental lien report for an additional fee.
- Conduct interviews by telephone or in writing with present and past tenants/owners of the Sacramento Convention Center to evaluate if present or past occupants have used, generated, stored, or disposed of hazardous materials/wastes on.
- Prepare a report summarizing the findings of the Phase I ESA. The report will qualitatively describe the potential for environmental impairment of the Sacramento Convention Center. If necessary, the report will also provide recommendations for additional environmental services. The report will identify any “data gaps” (i.e., lack of or inability to obtain information required by ASTM Designation E 1527-05 and 40 CFR 312). If the data gaps influence CONTRACTOR’s ability to render an opinion regarding the environmental condition of the Sacramento Convention Center, the report will comment on the significance of the data gap(s). Please note that 40 CFR 312 requires, as part of the all appropriate inquiry process, that a determination be made regarding the relationship between the purchase price of the property and its fair market value, and whether any differential between the purchase price and fair market value of the property is due to potential environmental contamination associated with the property; however, these determinations are outside the scope of work for this Phase I ESA. CONTRACTOR will provide two copies of the report.

## **11.2 Geotechnical Investigation**

### **Pre-field Activities**

- Attend a kick-off meeting with the project team. Discuss existing data, project specifics, field work schedule, and coordinate field activities.
- Perform a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the Sacramento Convention Center. Review available previous geotechnical reports for projects in the area.
- Perform a site reconnaissance to determine access and mark out the proposed exploration locations. Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the Sacramento Convention Center.
- Pay required fees and obtain a subsurface exploration permit from the Sacramento County Environmental Management Department (SCEMD) and an encroachment permit from the City of Sacramento.
- Retain the services of a private utility locator to further delineate potential underground utilities not marked by USA subscribers near CONTRACTOR’s proposed exploration locations.

## **Field Activities**

CONTRACTOR's field exploration program will consist of performing in-situ cone penetrometer tests (CPT) soundings with shear wave velocity measurements and conventional exploratory borings with targeted soil sampling. CONTRACTOR's proposed exploration locations will be determined in coordination with the CITY and located around the perimeter of the Sacramento Convention Center within City of Sacramento right-of-way (streets, sidewalks, landscaped areas). CONTRACTOR will provide appropriate traffic/pedestrian control in during CONTRACTOR's fieldwork in accordance with the approved encroachment permits. Specifically, CONTRACTOR will:

- Perform three CPT soundings with shear wave velocity measurements to depths of approximately 40 to 50 feet or practical refusal. No soil cuttings will be generated, and the CPT soundings will be backfilled with neat cement grout in accordance with SCEMD permit requirements. The CPT data will be especially beneficial for evaluating liquefaction potential and accurately determining near-surface soil stiffness for lateral pile capacity design and post-construction settlement of lightly loaded foundation systems.
- Perform five conventional exploratory borings using hollow-stem auger and/or mud-rotary drilling techniques. The borings will be advanced to depths of approximately 40 to 60 feet or practical refusal. The goal of the borings is to evaluate the depth to and consistency thickness of the dense gravel layer.

## **Laboratory, Engineering Analysis, and Design Activities**

- Perform laboratory testing to characterize the samples collected. Anticipated testing includes moisture content, gradation, plasticity characteristics, shear strength, and soil corrosion potential screening.
- Perform seismic analysis to characterize appropriate design ground motions and earthquake events for use in structural design.
- Perform a seismic hazard analysis evaluating secondary seismic effects such as liquefaction and related phenomena.
- Perform engineering analysis to evaluate foundation alternatives and associated design parameters, soil structure interaction parameters, and other foundation and grading details required for the project.
- Prepare a draft geotechnical investigation report summarizing CONTRACTOR's findings, conclusions, and recommendations based on the site-specific data collected. CONTRACTOR's report will include, but not be limited to:
  - Site Plan showing the locations of CONTRACTOR's explorations;
  - Logs of the exploratory borings and CPT soundings, including depth to groundwater;
  - Discussion of seasonal groundwater fluctuations;
  - Laboratory test results;
  - Seismic hazard evaluation (faulting, liquefaction potential, etc.);
  - Summary of geotechnical constraints and mitigation alternatives (if necessary);
  - Anticipated excavation characteristics;

- Site preparation, remedial grading, and earthwork recommendations;
  - Suitability of onsite materials for use as engineered fill, import fill recommendations;
  - Utility trench excavation and backfill recommendations;
  - Foundation recommendations, including suitable foundation type(s), allowable bearing capacity, minimum embedment depths, anticipated settlement;
  - Slab-on-grade recommendations;
  - Lateral earth pressures;
  - Seismic design criteria (2016 California Building Code, Chapter 16);
  - Exterior flatwork recommendations;
  - Pavement recommendations; and
  - Screening-level soil corrosion potential.
- Based on one round of review by CITY staff, prepare a final geotechnical design report.

### **11.3 Limited Phase II Sampling and Analysis**

Based on the findings of the Phase I ESA and environmental conditions noted herein, CONTRACTOR will also perform limited Phase II sampling and analysis consisting of soil and groundwater grab sample collection and environmental laboratory analysis to gain a better understanding of the potential for hazardous substance or petroleum impacts at the Sacramento Convention Center. In order to be as efficient as possible during field sampling, CONTRACTOR proposes to perform the limited sampling and analysis concurrently with CONTRACTOR's geotechnical investigation. Based on CONTRACTOR's current understanding of soil and groundwater conditions described herein, but without having yet performed the Phase I ESA, CONTRACTOR proposes that the limited Phase II activities include the following:

- Collect shallow groundwater grab samples from five exploratory borings for laboratory analysis for contaminants of potential concern (COPCs) including: volatile organic compounds (VOCs), total petroleum hydrocarbons, metals, and associated compounds.
- Depending on City of Sacramento requirements, other analyses may be performed that would be required for construction dewatering discharge. Other analyses would be determined depending on where construction water is discharged to: the stormwater drainage system or the CITY sewer. *CONTRACTOR has included costs for constituents that may be required under either discharge scenario.*
- The groundwater samples would be collected by bailing from the geotechnical borings using a new, dedicated bailer in each location and decanting collected water via a low-flow device into laboratory-provided and preserved containers (volatile organic analysis glass vials). The filled sample containers would be labeled, packed in a cooler with ice and transferred to a California-certified analytical laboratory under chain-of-custody protocol for chemical analyses.
- If unsaturated soil is encountered in borings beneath the current parking garage, CONTRACTOR may collect some soil samples for analysis for the same COPCs as listed above plus metals.
- The sample locations would be depicted on a Site Plan and the laboratory results reported in the Phase I ESA report.

Revisions to the above scope of services may be developed as information is obtained through performance of the Phase I ESA. Because of the depth to groundwater, CONTRACTOR does not anticipate that soil or soil vapor sampling will be necessary. However, this could change with further information and will be discussed with the CITY prior to further actions.

#### **11.4 Asbestos Containing Material (ACM) and Lead Containing Paint (LCP) Surveys**

The objective of CONTRACTOR's proposed structure survey is to assess the potential presence and quantity of ACM and deteriorated (peeling/flaking) suspect LCP at the Sacramento Convention Center prior to various demolition and/or renovation activities. The information obtained from this investigation will be used by the CITY for waste profiling and determining California Occupational Safety and Health Administration (Cal/OSHA) applicability. CONTRACTOR staff performing survey activities will be an Occupational Safety and Health Administration (Cal/OSHA) California Certified Asbestos Consultant (CAC) and Site Surveillance Technician (SST), and Certified Lead Paint Inspector/Assessor with the California Department of Public Health (DPH). As part of this task, CONTRACTOR will perform the following services:

- Conduct a reconnaissance of the structures to identify and inventory suspect asbestos containing materials, suspect deteriorated LCPs, and suspect universal wastes present at the time of CONTRACTOR's survey;
- Collect up to 650 bulk material samples for asbestos analysis by polarized light microscopy (PLM);
- Analyze up to 80 bulk material samples by PLM point count (400 points);
- Collect up to 40 deteriorated suspect LCP samples for lead analysis in accordance with EPA Test Method 6010B;
- Analyze up to 35 deteriorated suspect LCP samples for soluble (WET and/or TCLP) lead analysis in accordance with EPA Test Methods 7420 and/or 1311, respectively;
- Assess the potential presence, quantity, and location of suspect universal wastes; and
- Prepare a combined report summarizing the findings and analytical results of the survey.

A reasonable effort will be made to identify suspect asbestos-containing materials, deteriorated suspect LCPs, and suspect universal wastes. However, this does not imply a guarantee that all possible sources will be identified as certain materials may be hidden by structural materials or may be otherwise inaccessible. During future renovation or demolition operations, suspect materials may be uncovered. These materials should be treated as suspect until sampling and analysis indicate otherwise. CONTRACTOR assumes:

- The CITY will coordinate access/permission to enter the Sacramento Convention Center;
- CONTRACTOR assumes evening/weekend work and access to the some of the structure survey areas by the CITY;
- The proposed survey areas at the Sacramento Convention Center will be fully accessible such that work delays due to restricted access will not be encountered;
- Collection and analysis of samples will not exceed the above-referenced quantities, unless pre-authorized by the CITY; and

- Bulk samples will be analyzed on a 5-day turnaround.

**Task 11 Deliverables:**

- ✓ Phase I ESA Report (two (2) bound hard copies)
- ✓ Draft Geotechnical Investigation Report (electronic)
- ✓ Final Geotechnical Investigation Report (1 bound hard copy + electronic)
- ✓ Limited Phase II ESA Report (electronic)
- ✓ Combined ACM and LCP report summarizing the survey findings and analytical results (electronic)

**Schedule**

The following schedule has been formulated based on CONTRACTOR’s experience and understanding of the CEQA process, as well as timeframes and review periods for various components of this EIR in order to meet established deadlines. Factors that could lengthen or shorten the schedule include dates of receipt of project information, length of administrative document review, unanticipated issues arising from internal or public review of the environmental document, or unanticipated physical conditions on the project site.

CONTRACTOR assumes work on the EIR will begin within two weeks of contract execution. To develop a draft schedule and provide an estimate of task completion dates, CONTRACTOR has assumed the following:

- Project description and related assumptions necessary to initiate the transportation analysis will be available no later than May 1.
- Design-related information available from the CITY’s design team available no later than May 24, 2017.
- Comments on the ADEIR will be available following three (3) weeks of review.
- Project team and CITY will be available for up to two (2) full days of review meetings on the ADEIR.
- No new issues raised in late comments on NOP or comments on the ADEIR.

Sacramento Convention Center Expansion EIR Tentative Schedule				
(Assumes Notice to Proceed on April 25, 2017)				
Task	Subtask	Description	Time Needed	Tentative Completion Date
Task 1		Project Management		Ongoing
Task 2	2.1	Kickoff Meeting		April 28, 2017
	2.2	Project Coordination Meetings		Ongoing
		Project Information and Final Design Information from City		May 24, 2017
Task 3		Prepare Draft NOP	2 weeks	June 9, 2017
		City Review	1 week	June 16, 2017
		Prepare Final NOP	1 week	June 23, 2017
		NOP Public Review	30 days	June 26 - July 26, 2017

**Sacramento Convention Center Expansion EIR Tentative Schedule**

(Assumes Notice to Proceed on April 25, 2017)

Task	Subtask	Description	Time Needed	Tentative Completion Date
Task 4		Prepare Administrative Draft EIR	14 weeks	August 4, 2017
		Traffic Data for AQ & Noise from City's Traffic Consultant	10 weeks	July 7, 2017
		Traffic Section from City's Traffic Consultant	12 weeks	July 21, 2017
		City Review	3 weeks	August 25, 2017
Task 5	5.1	Prepare Screencheck Draft EIR	2 weeks	September 8, 2017
		City Review	1 week	September 15, 2017
	5.2	Prepare and Publish Draft EIR	2 weeks	September 29, 2017
		Draft EIR Public Review	45 days	October 2 - November 16, 2017
Task 6	6.1	Prepare Administrative Final EIR	4 weeks	December 15, 2017
		City Review	1 week	December 22, 2017
	6.2	Prepare and Publish Final EIR	2 weeks	January 5, 2018
Task 7		Prepare Administrative Record	Concurrent with Tasks 4, 5, and 6	October 2, 2017 and January 5, 2018
Task 8		City to Submit Source Materials for Findings of Fact and SOC		October 2, 2017
		Determine Format and Structure of Findings of Fact and SOC	Concurrent with Draft EIR Public Review	October 9, 2017
		Prepare Draft Findings of Fact and SOC	3 weeks	November 17, 2017
Task 9	9.1	Planning and Design Commission Hearing		January 25, 2018
	9.2	City Council Hearing		February 6, 2018
Task 10		Prepare Certified EIR	4 weeks	March 9, 2018
Task 11	11.1	Conduct Phase I Research	2 weeks	May 5, 2017
		Receive Owner Questionnaire from City		May 1, 2017
		Prepare Phase I Report	3 weeks	May 19, 2017
	11.2	Conduct Research for Geotechnical Report	3 weeks	May 12, 2017
		Receive City Encroachment Permit		May 8, 2017
		Receive Sacramento County EMD Permit		May 8, 2017
		Conduct Field Work and Laboratory Analysis	4 weeks	June 2, 2017
		Prepare Geotechnical Report	3 weeks	June 16, 2017
	11.3	Receive City Encroachment Permit		May 15, 2017
		Receive Sacramento County EMD Permit		May 15, 2017
		Conduct Field Work and Laboratory Analysis	3 weeks	June 2, 2017
		Prepare Limited Phase II ESA	3 weeks	June 16, 2017
	11.4	Receive Building Access		May 1, 2017
		Conduct Research for LCP/ACM Structure Survey	2 weeks	May 5, 2017
		Conduct Field Work and Sampling	4 weeks	May 26, 2017
Conduct Laboratory Testing		4 weeks	June 2, 2017	
Prepare LCP/ACM Structure Survey Report		3 weeks	June 16, 2017	



**EXHIBIT B  
PROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$424,854.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) CONTRACTOR's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order
    - (7) CONTRACTOR's remit address for payment
    - (8) Description of services billed under Invoice
    - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
    - (10) Total Billed to Date under Agreement
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

- (1) **Email.** Submit email invoices and any attachments to:

[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

- (2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER  
CITY OF SACRAMENTO  
915 I ST FL 4  
SACRAMENTO CA 95814-2608

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

## Attachment 1 to Exhibit B

**ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)  
SACRAMENTO CONVENTION CENTER EXPANSION EIR  
COST ESTIMATE**

18-Apr-2017

Task No.	TASKS	Rate/Hour	B. Boxer	C. Erwin	J. Teofilo	S. Smith	T. Rimpo	S. Armstrong	S. Shirayama	C. Sanchez	D. Sloat	A. Grady	K. Anderson	E. Cooke	E. Pimentel	J. Songco	K. Olsen	Total Hours	Total Dollars
			Proj. Dir.	Proj. Mgr.	DPM	Planner	AQ/GHG Noise	AQ/GHG Noise	Noise	Noise	AQ/GHG	Arch Historian	Historian	WQ/Utilities	GIS	Graphics	Word Proc		
			\$255	\$180	\$120	\$170	\$220	\$125	\$180	\$170	\$140	\$175	\$160	\$180	\$130	\$95	\$95		
1	<b>Project Management</b>		60	100	30													190	\$36,900
2	<b>Meetings</b>																		
	2.1 Kickoff Meeting		4	4	4	2	2	2	2	2	2	2	2	2				30	\$5,260
	2.2 Ongoing Project Coordination Meetings		36	72														108	\$22,140
3	<b>Notice of Preparation</b>			8	16	4									4	4	4	40	\$5,320
4	<b>Prepare Administrative Draft EIR</b>		12	60	30										16	20	40	178	\$25,240
	Introduction				4													4	\$480
	Summary				8													8	\$960
	Project Description		6	16	10													32	\$5,610
	Issues Previously Determined LTS				30	4								16				50	\$7,160
	Land Use and Employment					26												26	\$4,420
	Aesthetics					28												28	\$4,760
	Air Quality						8				90							98	\$14,360
	Cultural Resources											8	24					32	\$5,240
	Energy						4	24										28	\$3,880
	Global Climate Change/Greenhouse Gases				24	6	40											70	\$10,400
	Hydrology and Water Quality													30				30	\$5,400
	Noise and Vibration							80	20	8								108	\$14,960
	Transportation			2	10													12	\$1,560
	Utilities and Service Systems				8									30				38	\$6,360
	Other CEQA Considerations				12													12	\$1,440
	Alternatives			4	40													44	\$5,520
5	<b>Prepare Screencheck Draft EIR and Draft EIR</b>																		
	5.1 Screencheck Draft EIR		8	40	30	12	4	8	8	4	8			6	2	2	24	156	\$23,810
	5.2 Draft EIR		4	24	20	6		4	4		4			4			10	80	\$12,210
6	<b>Prepare Administrative and Final EIR</b>																		
	6.1 Administrative Final EIR		12	40	90	20	4	8	4	2	8			8	2	4	30	232	\$33,450
	6.2 Final EIR		6	20	30		2	4	2		4			4			24	96	\$13,590
7	<b>Prepare Administrative Record</b>				24												8	32	\$3,640
8	<b>Findings of Fact and Statement of Overriding Considerations</b>		4	8	80												4	96	\$12,440
9	<b>Environmental Impact Report Hearings</b>																		
	9.1 Planning and Design Commission Hearings		4	4	4													12	\$2,220
	9.2 City Council Hearings		6	6	6													18	\$3,330
10	<b>Prepare Certified EIR</b>			4	30											2	32	68	\$7,550
	<b>Total Labor Hours</b>		<b>162</b>	<b>412</b>	<b>516</b>	<b>126</b>	<b>30</b>	<b>170</b>	<b>40</b>	<b>16</b>	<b>116</b>	<b>10</b>	<b>26</b>	<b>100</b>	<b>24</b>	<b>32</b>	<b>176</b>	<b>1,956</b>	
	<b>Total Direct Labor Dollars</b>		<b>\$41,310</b>	<b>\$74,160</b>	<b>\$61,920</b>	<b>\$21,420</b>	<b>\$6,600</b>	<b>\$21,250</b>	<b>\$7,200</b>	<b>\$2,720</b>	<b>\$16,240</b>	<b>\$1,750</b>	<b>\$4,160</b>	<b>\$18,000</b>	<b>\$3,120</b>	<b>\$3,040</b>	<b>\$16,720</b>		<b>\$299,610</b>

**SUBCONSULTANTS AND OTHER DIRECT COSTS**

1. Geocon Consultants, Inc.	\$108,100
2. Printing and CDs	\$7,500
3. Mileage/Vehicle Rental/Fuel/Per Diem	\$200
4. Maps/Supplies/Photos/GPS Unit Use	\$500
5. Communications/Postage/Delivery	\$250
6. Misc.	\$500
7. Administrative Fee (7%) on Direct Costs	\$8,194
<b>Total Subconsultants and Other Direct Costs</b>	<b>\$125,244</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$424,854</b>

**EXHIBIT C**

**PROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

  X   Not furnish any facilities or equipment for this Agreement;

or

\_\_\_\_\_ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

**EXHIBIT D**  
**PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive

relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply

with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and

such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY

terminates this Agreement:

- (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
- (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

## 10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

- (5) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is X Is not \_\_\_\_\_ [check one] required for this Agreement.

If required, such coverage must be continued for at least 3 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:  
certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

**20. Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the “LBE Requirements”), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:

<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

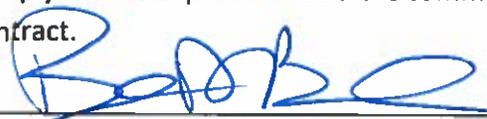
**EXHIBIT E  
PROFESSIONAL SERVICES AGREEMENT**

**ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES**

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers' Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



\_\_\_\_\_  
Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: \_\_\_\_\_

Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

# SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Sacramento Convention Center Renovation

Date: 4-18-2017

Purchase Order #: 34389

Supplemental Agreement No.: 2016-0512-2

The City of Sacramento ("City") and Populous ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2016-0512, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

This Agreement is amended as described in Attachment 1-A, attached hereto and incorporated herein. The time of performance for the services mentioned in this Agreement and any previous supplemental shall be extended until June 30, 2017. All other Terms and Conditions of the Agreement shall remain the same.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$60,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$627,000</u>
Net change by previous supplemental agreements:	<u>\$25,000</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$652,000</u>
Increase by this supplemental agreement:	<u>\$60,000</u>
New not-to exceed amount including all supplemental agreements:	<u>\$712,000</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

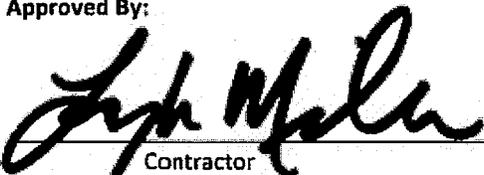


Project Manager



City Attorney

Approved By:



Contractor

Attested To By:

Approved By:

City of Sacramento

City Clerk

## Attachment 1-A

**The Scope of Services shown in Attachment 1 to Exhibit A is hereby amended to add and continue the following services related to the Sacramento Convention Center project:**

CONTRACTOR is to continue to participate in meetings to evaluate the convention center renovation and expansion options through the City Council's decision.

CONTRACTOR to perform the following added services:

- **Confirm Scope and Budget for Sacramento Convention Center project:**
  - **Planning Diagram Refinement:** Refine a preferred option based on comments received from City representatives.
  - **Staff Meeting and Recommendation:** Present a Preferred Option and make a recommendation to the CITY's staff.
  - **Review and Confirmation of Recommended Option:** Incorporate comments from CITY staff into final planning and costing analysis. Assist the CITY in project budgeting and scheduling for the inclusion in the Project Definition Manual.
  
- **Council Presentation**
  - **Staff Approval of Recommended Option:** Confirm direction received from Mayor's Stakeholder meetings to develop presentation materials, attend meetings and respond to comments.
  - **Prepare Draft Presentation for Council Meeting:** Prepare presentation for the Council Meeting of the recommended scope and budget for the Sacramento Convention Center project.
  - **Staff Review of Draft Council Presentation:** Attend meetings and respond to comments.
  - **Finalize Council Presentation:** Finalize presentations for the Council Meeting.
  - **Council Meeting:** Attend the May 23, 2017 Council Meeting. CONTRACTOR to present concepts if necessary and requested by CITY.

# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:** Sacramento Convention Center Renovation

**Date:** 4-18-2017

**Purchase Order #:** 34390

**Supplemental Agreement No.:** 2016-0513-3

The City of Sacramento ("City") and Rider Levett Bucknall, Ltd. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2016-0513, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

This Agreement is amended as described in Attachment 1-A, attached hereto and incorporated herein. All other Terms and Conditions of the Agreement shall remain the same.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$45,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$615,000</u>
Net change by previous supplemental agreements:	<u>\$61,500</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$676,500</u>
Increase by this supplemental agreement:	<u>\$45,000</u>
New not-to exceed amount including all supplemental agreements:	<u>\$721,500</u>

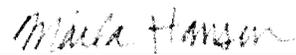
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

**Approved As To Form By:**



Project Manager



City Attorney

**Approved By:**



Contractor

**Attested To By:**

**Approved By:**

City of Sacramento

City Clerk

## Attachment 1-A

### SCOPE OF SERVICES

The Scope of Services specified in Attachment 1 to Exhibit A of the Agreement is hereby amended to add and continue the following services related to the Sacramento Convention Center project:

CONTRACTOR will continue providing services as requested by CITY staff. CONTRACTOR will participate in meetings, review documents, make presentations, conduct analysis, answer questions and attend meetings as directed, in preparation for City Council's decision on the Sacramento Convention Center project.

As directed by CITY staff, additional and continued services will include the following:

- Review and comment on the architect's proposal, and the CITY's draft contract documents with the architect;
- Review and comment on the CITY's solicitation documents for a general contractor;
- Assist the CITY with a strategy to enhance competition for the general contractor solicitation;
- Collaborate with the CITY on a plan to streamline and expedite the evaluation, selection and contracting process for the general contractor solicitation;
- Update preliminary project budgets and schedules;
- Review and comment on the CITY's solicitation for Private Operations & Marketing;
- Provide assistance with the CITY's solicitation for Sponsorship & Naming Rights;
- Develop recommendations and presentations for the May 23, 2017 City Council meeting, participate in briefings as requested;
- Collaborate with CITY staff, visit Sacramento staff and other stakeholders, including meetings, presentations and travel to Sacramento as needed; and
- Conduct additional reviews, research and analysis as requested.