



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2017-00976

September 26, 2017

Consent Item 15

Title: Sacramento Convention Center Project - Agreements for Funding of Environmental Impact Report and Transportation Impact Study and CEQA Indemnity for Potential Hotel Project at 15th and K Streets (M17100100)

Location: SW Corner of 15th and K Streets, District 4

Recommendation: Pass a Motion: 1) authorizing the City Manager or City Manager's designee to execute an agreement with Switch Buildings Investors to indemnify the City if there is a CEQA challenge regarding the adequacy of the EIR for the hotel project; 2) authorizing the City Manager or City Manager's designee to execute a supplemental agreement with ESA for an amount not to exceed \$157,499 to include an analysis of the hotel project in the Convention Center EIR; and 3) authorizing the City Manager or City Manager's designee to execute a supplemental agreement with Fehr & Peers for an amount not to exceed \$23,600 to include an analysis of the hotel project in the Convention Center transportation impact study.

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

Presenter: None

Attachments:

1-Description Analysis

2-SBI Agreement

3-Supplemental Agreement with ESA

4-Supplemental Agreement with Fehr & Peers

Description/Analysis

Issue Detail: As discussed during the public workshops on the Convention Center project held between January and March 2017, the addition of a full-service convention-serving hotel would benefit the Convention Center expansion project given the high occupancy rates and the limited supply of hotel rooms near the Convention Center. The addition of another hotel would enable the expanded Convention Center to accommodate more and larger groups which would result in increased transient occupancy tax (TOT) revenues. The properties located at the southwest corner of 15th and K Streets have been identified as a potential hotel site. The property owner of the potential future hotel site has not made a formal application to the City; however, inclusion of the hotel in the Convention Center EIR will help advance the hotel project by conducting programmatic environmental review. There may be an additional project specific CEQA analysis requirements after an application is made for the hotel project.

Staff is seeking Council approval of an agreement with Switch Building Investors (SBI), the property owner of the parcels located at 15th and K Streets. As set forth in the agreement, the City would amend the scope of services with Environmental Science Associates (ESA) to include the hotel project in the EIR for an additional cost of \$157,499. In addition, the City would also amend the scope of services with Fehr & Peers to include the hotel project in the transportation impact study at an additional cost of \$23,600. Taken together this would increase the City's cost for the EIR and transportation impact study by \$181,099. As a result, the total cost for the EIR and transportation study would increase from \$552,854 to \$733,953. Funding for this additional cost would come from the Convention Center Complex Renovation Project (M17100100). Under certain circumstances, if SBI decides to proceed with development of a project at this site other than a hotel, then SBI would be liable to reimburse the City for these additional EIR and traffic study costs.

The agreement indemnifies the City if there is a CEQA challenge to the EIR once the City's approval of the hotel project entitlements occurs. However, the agreement does not indemnify the City if there is a challenge to the EIR that is based on both the Convention Center and hotel projects. If the EIR certification is challenged, the City would have full responsibility to defend a lawsuit challenging the EIR/Convention Center approval regardless of whether the challenge was from those that opposed the Convention Center, hotel, or both. If the hotel is later approved, SBI would then be responsible for indemnifying the City for defense of any lawsuit challenging the hotel approval (much like the indemnification for any private project). The City would continue to bear the risk of including the hotel in the EIR analysis unless and until the hotel is approved, and then SBI's indemnification obligation would be limited to the decision to approve the hotel.

Policy Considerations: The renovation and expansion of the SCC along with a future adjacent convention-serving hotel will allow the facility to remain attractive and competitive into the future, while providing a nationally-recognized convention venue for residents, visitors and convention attendees. It is also anticipated to grow TOT revenue as more events will likely lead to more hotel room night stays in the Downtown. The requested actions support the following City General Plan policy:

- 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: Not applicable.

Environmental Considerations: The actions contained in this report authorizing design work and executing this funding agreement will have no significant effect on the environment and are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3). Approval of the agreement does not commit the City to proceed with the construction of the Convention Center renovation and expansion project.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Development of an additional convention-serving hotel adjacent to the Convention Center is important to the long-term success of the Convention Center and its renovation and expansion effort. Including the hotel project as part of the Convention Center EIR helps to facilitate its eventual planning and development.

Financial Considerations: Approval of this agreement would increase the City's cost for the EIR and transportation study by \$181,099. Funding for this additional cost would come from the Convention Center Complex Renovation Project (M17100100). There is sufficient funding remaining in the project budget to accommodate this increase.

Local Business Enterprise (LBE): Not applicable.



City of Sacramento

Motion No.

Requires Council Approval: **No** **YES X** Meeting: 9/26/17

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: <i>Indemnity Agreement</i> Not to Exceed: \$ <i>181,099</i>		Attachment: No.: Original Doc Number:	
Other Party: Switch Buildings Investors, LP		Certified Copies of Document:	
Project Name: Convention Center EIR and Hotel Project		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate	
Project Number: M17100101 Transaction #:		Bid	E/SBE-DBE-M/WBE:

Department Information

Department: City Manager

Division: Executive Office

Project Mgr: Desmond Parrington

Assistant City Manager:

Contract Services: Steven Sakakihara Date: 9-26-2017

Fran Halbakken

Phone Number: 808-7146

Org Number: 02001011

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>DP</i>	<i>9/20/17</i>
Accounting:		
Contract Services:		
Supervisor:		

City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	<i>9-20-17</i>

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Department Director:		
City Mgr: Yes X No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts;

For City Clerk Processing	
Finalized:	
Initial:	
Date:	
Imaged:	
Initial:	
Date:	
Received: <small>(City Clerk Stamp Here)</small>	

**AGREEMENT FOR FUNDING OF ENVIRONMENTAL IMPACT REPORT AND
TRAFFIC IMPACT STUDY FOR HOTEL PROJECT AT 15TH AND K STREETS**

This Agreement, for purposes of identification dated _____, 2017, is made and entered into by and between the City of Sacramento, a charter city, ("CITY") and Switch Buildings Investors, LP, a California limited partnership ("SBI").

BACKGROUND

- A. CITY is proposing a construction project for renovation and expansion of the Sacramento Convention Center ("Convention Center Project"), located at 1400 J Street, near the proposed Hotel Project.
- B. At the request of the CITY, SBI is willing to propose the construction of a Hotel Project generally located at the intersection of 15th and K Streets in Sacramento ("Hotel Project").
- C. In preparation for the proposed construction of the Convention Center Project, CITY contracted with Environmental Science Associates ("ESA") to prepare an Environmental Impact Report ("EIR") and conduct related activities (the full scope of work for ESA is set forth in City Agreement 2017-0498) and contracted with Fehr & Peers for preparation of a transportation impact study ("TIS") (the full scope of work for TIS is set forth in City Agreement 2015-0842). SBI asserts that the proposed Hotel Project will only proceed if the Convention Center Project proceeds and the hotel is financially feasible.
- D. SBI has requested and CITY has agreed that CITY include the proposed construction of the Hotel Project in the EIR and TIS.
- E. CITY has obtained a scope of work and estimate from ESA for inclusion of the Hotel Project in the EIR in the amount of \$157,499; and a scope of work and estimate from Fehr and Peers for inclusion of Hotel Project in the TSI in the amount \$23,600. The scope of work and estimates are attached as Exhibits A and B, respectively.

NOW, THEREFORE, inconsideration of the above recitals and for other valuable consideration CITY and SBI agree as follows:

AGREEMENT

- 1. The above background is true and correct and incorporated by this reference.
- 2. CITY shall amend its contracts with ESA and Fehr & Peers to include Hotel Project in the EIR and TIS.
- 3. CITY shall include the Hotel Project in the EIR and TIS for the Convention Center Project at no cost to SBI. Notwithstanding the foregoing sentence, if SBI does not pursue construction of the Hotel Project because it is infeasible to construct a hotel project at that location and after using commercially reasonable efforts, then, SBI shall not be required to reimburse CITY for costs related to including the Hotel Project in the EIR and TIS for the Convention Center Project. However, if SBI determines to build a project other than a hotel prior to a determination of feasibility for a hotel project, then SBI shall reimburse the City for costs expended up to the

amount of \$190,000.00. The reimbursement amount shall be due and payable to CITY upon issuance of a building permit for the Hotel Project property which does not include a hotel component.

4. Any notice or communication pertaining to or required hereunder shall be given by placing the notice in the United States mail, postage prepaid, and addressed in accordance with the provisions of this Section. Notice shall, unless the text of this Agreement otherwise provides, be deemed to have been given on the date that the notice was placed in the mail in accordance herewith. Notices shall be sent to the addresses set forth below.

For CITY:
City Manager's Office
Attn: Desmond Parrington
DParrington@cityofsacramento.org
915 I Street, 5th Floor
Sacramento, CA 95814

For SBI:

Switch Building Investors, LP
7700 College Town Dr., Ste 101
Sacramento, CA 95826

With Copy to:

Thomas Law Group
Attn: Tina Thomas
455 Capitol Mall
Sacramento, CA 95834

5. The parties may modify the terms and conditions of this agreement only by a writing signed by both parties.

6. Except as set forth herein, CITY shall be responsible for the defense of any challenge(s) to any CITY action(s) related to the Convention Center EIR and the Convention Center Project. Notwithstanding the foregoing, SBI shall defend, indemnify and hold harmless the CITY, its officers, agents, and employees from any litigation expenses, including attorney's fees, arising out of or resulting from a CEQA challenge brought by a Petitioner who opposes the Hotel Project (as defined above) approval and does not oppose the Convention Center Project, provided that SBI has been provided the opportunity to review and propose edits to all approval documents including, without limitation, the DEIR and FEIR (including responses to comments).

7. The execution and performance of this agreement imposes no obligation on the CITY to enter into definitive transaction documents for construction of the Convention Center renovation and expansion, and no project or definitive transaction documents regarding construction shall be deemed to be approved, until after (i) the

proposed project is reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), (ii) any additional conditions or changes to the project based on the CEQA review have been resolved in a manner acceptable to the CITY, and (iii) all required permits for the project have been obtained by the CITY in accordance with applicable laws and regulations. As required by law, the CITY retains the sole and independent discretion as the lead agency to, among other things, balance the benefits of the Convention Center renovation and expansion project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and determine not to proceed with the Convention Center renovation and expansion project. No legal obligations to approve the project construction, the permits for the project, or the transaction will exist unless and until the CITY has negotiated, executed, and delivered definitive agreements based upon information produced during the CEQA environmental review process and on other public review and hearing processes, subject to all applicable governmental approvals.

8. The execution and performance of this agreement imposes no obligation on the CITY to approve the Hotel Project, and no project or definitive transaction documents regarding the Hotel Project shall be deemed to be approved, until after (i) the project is reviewed in accordance with the requirements of CEQA, (ii) any additional conditions or changes to the project based on the CEQA review have been resolved in a manner acceptable to the CITY, and (iii) all required permits for the project have been obtained by a qualified applicant in accordance with applicable laws and regulations. As required by law, the CITY retains the sole and independent discretion as the lead agency to decide whether to approve a Hotel Project and, among other things, balance the benefits of the Hotel Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and determine not to proceed with approval of the Hotel Project.

9. This Agreement represents the entire agreement of the parties relating to the subjects covered by this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.

Executed as of the day and year first above stated.

City of Sacramento

Howard Chan
City Manager

Approved as to Form

Switch Buildings Investors, LP, a California limited partnership

By: SB Investors, Inc., a California corporation
Its: General Partner

By: Chung
Its: Vice President

Approved as to Form



Deputy City Attorney



Tina Thomas
Attorney for Switch Building, LP

ATTEST:



City of Sacramento

Motion No.

Requires Council Approval: No

YES X Meeting: 9/26/17

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services Not to Exceed: \$ 157,499		Attachment: No.: 1 Original Doc Number: 2017-0498	
Other Party: Environmental Science Associates		Certified Copies of Document::	
Project Name: Sacramento Convention Center EIR		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate	
Project Number: M17100101 Transaction #:		Bid	E/SBE-DBE-M/WBE:

Department Information

Department: City Manager

Division: Executive Office

Project Mgr: Desmond Parrington

Assistant City Manager:

Contract Services: Steven Sakakihara Date: 9-26-2017

Fran Halbakken

Phone Number: 808-7146

Org Number: 02001011

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>DP</i>	9/19/17
Accounting:		
Contract Services:		
Supervisor:		
City Attorney	Signature or Initial	Date
City Attorney:	<i>SR</i>	9/20/17

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Department Director:		
City Mgr: Yes X No	<input type="checkbox"/>	

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:

(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts;

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Convention Center EIR - M17100101

Date: 9/26/2017

Purchase Order #: _____

Supplemental Agreement No.: 1

The City of Sacramento ("City") and Environmental Science Associates (ESA) ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2017-0498, 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:

The additional scope of services is as set forth in Attachment 1.

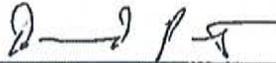
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$157,499, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$424,854</u>
Net change by previous supplemental agreements:	<u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$424,854</u>
Increase by this supplemental agreement:	<u>\$157,499</u>
New not-to exceed amount including all supplemental agreements:	<u>\$582,353</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



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

July 3, 2017

Desmond Parrington
City of Sacramento
915 I Street, 5th Floor
Sacramento, CA 95814

Subject: Convention Center Renovation and Expansion EIR – 15th/K Street Hotel Project Component – Scope of Work and Cost Estimate

Dear Desmond:

As we've discussed, the City has directed ESA to incorporate a new project component into the Sacramento Convention Center Renovation and Expansion EIR. The new project component is a hotel at the southwest corner of 15th Street and K Street. We anticipate working with the City and the hotel proponent to identify the hotel characteristics that will be analyzed in the EIR.

This scope of work and cost estimate outlines our approach to incorporating the hotel project element, and development of the Sacramento Convention Center Renovation and Expansion & 15th/K Street Hotel Projects EIR. This scope of work and cost estimate are wholly attributable to the addition of the proposed 15th/K Street Hotel project to the Sacramento Convention Center Renovation and Expansion EIR.

Understanding

We understand that the proposed hotel (15th/K Street Hotel) would only move forward if the Sacramento Convention Center (SCC) is renovated and expanded. The 15th/K Street Hotel would not be an independent project, and is reliant upon the SCC project. Therefore, we anticipate analyzing two projects in the EIR: 1) renovation and expansion of the SCC only, and 2) renovation and expansion of the SCC plus development of the 15th/K Street Hotel. Analysis of a 15th/K Street Hotel only is not required due to its dependence on the SCC project. The EIR will refer to the SCC project and the 15th/K Street Hotel project as "proposed projects" to convey that they are two separate projects, anticipated to be reviewed by the City Council as independent projects requiring separate approvals.

Scope of Work

The task numbers listed in this scope of work mirror the task numbers identified in CONTRACTOR's existing and approved scope of work for the SCC project.

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.



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Task 1 Deliverables:

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

Task 2: Meetings with City and Hotel Teams

This task includes ongoing project coordination meetings/conference calls with the City and Hotel teams. 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. This task also allows for CONTRACTOR to meet with its team of internal technical specialists to kick off the 15th/K Street Hotel project.

Task 2 Deliverables:

- ✓ Project coordination meeting/conference call agendas and meeting notes

Task 3: Prepare Notice of Preparation

CONTRACTOR will amend the Notice of Preparation (NOP) to reflect the addition of the 15th/K Street Hotel project component. Additions to the NOP may include revision of the proposed projects' narrative, listing of additional City approvals and actions, and revisions to maps and graphics.

Task 4: Prepare Administrative Draft Environmental Impact Report

Consistent with the approved contract, CONTRACTOR will prepare an Administrative Draft EIR that addresses a focused set of environmental impacts. 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.

Based on initial evaluation of the proposed 15th/K Street Hotel project, CONTRACTOR anticipates that the EIR would include analysis of the following issue areas:

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

Information regarding the 15th/K Street Hotel will be added to the Summary and Introduction chapters. CONTRACTOR will coordinate directly with the City and hotel proponent to identify specific 15th/K Street Hotel project description features such as number of hotel rooms, number of employees, square footage of meeting and restaurant/bar uses, site ingress/egress locations, onsite parking, building height and massing, sustainability features, location and nature of outdoor activity spaces, and utility infrastructure, if known.

If such information is not going to be made available, CONTRACTOR will identify reasonable assumptions that can be made regarding the proposed 15th/K Street Hotel project. CONTRACTOR anticipates working collaboratively with the City, the 15th/K Street Hotel project proponent, and City consultants to develop and confirm these assumptions.



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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 15th/K Street Hotel project, and need not be evaluated further in the EIR:

- Agriculture and Forestry Resources
- Geology, Soils, and Seismicity
- Hazards and Hazardous Materials
- Mineral Resources
- Population and Housing
- Public Services (police, fire, schools)
- 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." The 15th/K Street Hotel project will be incorporated into this chapter, as appropriate and applicable.

Should the geotechnical report or Phase 1 Environmental Site Assessment described under Task 11, below, reveal the presence of resources or constraints such that an impact to the environment may result, CONTRACTOR would coordinate with the City and hotel proponent regarding the inclusion of a hazardous materials analysis in the EIR.

Land Use and Employment

This chapter 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 15th/K Street Hotel project. The chapter will include a comparison of the proposed 15th/K Street Hotel 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. 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 15th/K Street Hotel project would not result in housing or population increases in Downtown.

Aesthetics

Consistent with the approach presented in the approved contract, the visual impact analysis for the 15th/K Street Hotel project will address 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 15th Street, and the visibility of the structure from key vantage points such as K Street, J Street, and 15th Street. Due to the anticipated height and massing of the proposed 15th/K Street Hotel project, it is anticipated that there could be an impact to visual quality and character, scenic vistas and resources, or glare caused by the project. As a result, these topics will be addressed in the EIR for the 15th/K Street Hotel project.

Air Quality

CONTRACTOR will estimate emissions for project construction, including demolition of the existing surface parking lot. CONTRACTOR will also estimate emissions for project operations. Model inputs for both construction and operation will be based on information specific to the 15th/K Street Hotel project, including trip generation information provided by the City's



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transportation consultant. CONTRACTOR will use the CalEEMod software to estimate both construction and operational emissions. CONTRACTOR will compare project emissions to the Sacramento Metropolitan Air Quality Management District's (SMAQMD) 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 for the 15th/K Street Hotel project.

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 15th/K Street Hotel project's operational health risks. These risks would result from the project's potential to generate DPM primarily from delivery of supplies to the hotel and idling trucks at hotel 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) for the 15th/K Street Hotel project using the SMAQMD's Proposed Recommended Guidance for Land Use Emission Reductions, Version 3.0 (for Operational Emissions).

Cultural Resources

Due to the proposed 15th/K Street Hotel project's proximity to 1414 K Street (Meridian Plaza), which is of historic age, CONTRACTOR will evaluate the proposed 15th/K Street Hotel project's potential to impact the adjacent structure.

The proposed 15th/K Street Hotel project site is in a highly disturbed urban environment that has been previously excavated. However, CONTRACTOR's working assumption is there could be significant excavation on the project site, potentially 35 feet or more deep, to accommodate subterranean parking and utility infrastructure. As a result, there is potential for the 15th/K Street Hotel project to affect previously unidentified archaeological resources.

Energy Demand and Conservation

CONTRACTOR will address the State CEQA Guidelines Appendix F by evaluating whether the 15th/K Street Hotel 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 impacts section will evaluate the 15th/K Street Hotel 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. CONTRACTOR will make reasonable and conservative assumptions related to construction phasing, schedule, and equipment, 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 by the City's transportation consultant, specifically trip generation rates and vehicle miles traveled. Building energy use will be estimated using



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anticipated building square footages and Title 24 building energy standards, 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 incorporate the GHG modeling undertaken as part of the air emissions modeling into this analysis. The analysis will focus on establishing the consistency of the proposed 15th/K Street Hotel project with the City's recently adopted 2035 General Plan which incorporates greenhouse gas reduction measures and climate action plan policies. CONTRACTOR will conduct an analysis of how the 15th/K Street Hotel project would conform with applicable climate change policies in the 2035 General Plan. It is currently expected that the conclusion of this work will reflect that the project would be consistent with the City's 2035 General Plan climate change policies, 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

This section will focus on an assessment of the proposed 15th/K Street Hotel 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 City's combined sewer system (CSS), including potential for subsidence of nearby structures,
- Potential for on- and off-site construction-related stormwater runoff impacts, and
- Appropriate construction BMPs.

Based on existing groundwater monitoring near the 15th/K Street Hotel project site, it is anticipated that depth to groundwater may occur within 5 feet of ground level (seasonally as shallow as elevation +10 feet MSL), depending on seasonal fluctuations. The analysis will evaluate the potential for construction excavation to require temporary, construction-related dewatering activities. Additionally, the analysis will evaluate whether permanent dewatering or subterranean structure waterproofing would be required as part of the 15th/K Street Hotel project.

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 assess potential noise impacts from project construction based on anticipated construction duration and reasonable assumptions about construction equipment to be used during construction activities.

CONTRACTOR will assess the potential for traffic noise impacts on existing land uses, and the compatibility of the proposed 15th/K Street Hotel 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.



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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 and office (Meridian Plaza), 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. 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.

Public Services

The proposed 15th/K Street Hotel project has the potential to have an effect on the waste stream, specifically by increasing the amount of solid waste generated. A discussion of existing waste diversion practices such as SB 939 will be included. CONTRACTOR will estimate the amount of solid waste generated by the 15th/K Street Hotel project using generation rates used for other hotel projects in the City. Waste generated will be compared to remaining landfill capacities. If necessary, CONTRACTOR will identify mitigation measures to reduce waste generation.

Transportation and Circulation

The transportation, circulation, and parking analysis will be prepared by the City's transportation consultant. CONTRACTOR will review the analysis for consistency with other sections and incorporate the information into the EIR.

Utilities and Service Systems

CONTRACTOR will discuss existing utility infrastructure in the vicinity of the 15th/K Street Hotel project site. 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 15th/K Street Hotel project (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.

Wastewater and Drainage: Wastewater and drainage volumes will be estimated based on generation rates used for other hotel projects in the City. 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. CONTRACTOR will evaluate the potential for the proposed 15th/K Street Hotel 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.

Water Supply: 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 15th/K Street Hotel 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. SB 610 requires that a water supply assessment (WSA) is required to be prepared when at least 500 hotel rooms, or equivalent, are proposed for development. However, a water supply assessment will not be prepared for the proposed 15th/K Street Hotel project because fewer than 500 hotel rooms are proposed.



Desmond Parrington
July 3, 2017
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Growth Inducement

At a qualitative level, the EIR will evaluate the ways that the proposed 15th/K Street Hotel 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 hotel rooms 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.

Alternatives

CONTRACTOR will evaluate a reasonable range of alternatives for the 15th/K Street Hotel project. The alternatives will include a "No Project" Alternative, which would be the same as the Sacramento Convention Center Renovation and Expansion project by itself. The analysis for this alternative will point back to the analysis contained in the technical sections of the EIR. It is likely that one alternative should be a "smaller" hotel with fewer rooms or smaller square footage of meeting space to allow for slightly different sized events that would address impacts caused by the intensity of activity. Another alternative may consider the elimination of deep excavation and onsite parking, which would address footprint and subsurface resources.

Task 8: Findings of Fact and Statement of Overriding Considerations (Optional Task)

CONTRACTOR anticipates that the City would be able to approve one or both proposed projects at its discretion. Therefore, CONTRACTOR anticipates separate decision documents for the Sacramento Convention Center Renovation and Expansion project and the 15th/K Street Hotel project. CONTRACTOR anticipates that the hotel proponent and/or its counsel may wish to prepare the Findings of Fact and Statement of Overriding Considerations (SOC), if required. Therefore, CONTRACTOR has made this an optional task and would only undertake preparation of these documents at the City's and hotel proponent's direction

If the City elects to have the CONTRACTOR undertake this task, CONTRACTOR will prepare a separate Findings of Fact document for the 15th/K Street Hotel project. If any impacts are found to be significant and unavoidable, CONTRACTOR will prepare an SOC. CONTRACTOR will prepare a draft version of the Findings and SOC for submittal to the City and hotel proponent. In the past, City staff or project proponents have taken these draft documents and finalized them internally, and CONTRACTOR has assumed that the City would do the same in this case, even if the City directs CONTRACTOR to execute this task.

Task 8 Deliverables (Optional Deliverable):

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

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/or 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/or approval of the project. CONTRACTOR assumes that City staff would



Desmond Parrington
July 3, 2017
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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

Additional EIR Tasks

CONTRACTOR will undertake some tasks as they are described in the approved contract. Time has been budgeted to incorporate the 15th/K Street Hotel project into the work products for the following tasks:

- Task 5: Prepare Draft Environmental Impact Report
- Task 6: Prepare Administrative and Final EIR Documents
- Task 7: Prepare Administrative Record
- Task 10: Prepare Final Certified EIR

Task 11: Hazardous Materials Investigation and Geotechnical Report

11.1 Phase 1 Environmental Site Assessment

CONTRACTOR will prepare a Phase 1 Environmental Site Assessment consistent with the scope described under Task A – Phase I ESA in Attachment 1. A standalone Phase 1 ESA will be prepared for the 15th/K Street Hotel project. At this time, CONTRACTOR does not anticipate a need to prepare a Phase 2 ESA or conduct a hazardous materials survey.

11.2 Geotechnical Investigation

CONTRACTOR will prepare a Geotechnical Investigation consistent with the scope described under Task B – Supplemental Geotechnical Investigation in Attachment 1. CONTRACTOR will update the previously prepared draft geotechnical report with information for the 15th/K Street Hotel project.

Schedule

Execution of this scope of work will occur according to the schedule established for the Sacramento Convention Center Renovation and Expansion project. 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 will coordinate closely with the City and hotel applicant to maintain an agreed upon schedule, even with the addition of the 15th/K Street Hotel project to the EIR.



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Cost Estimate

CONTRACTOR's cost estimate for the above-described tasks is attached as Attachment 2 – Cost Estimate.

Please let me know if you have any questions or would like to further discuss this scope of work and cost estimate.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina Erwin". The signature is fluid and cursive, with a prominent flourish at the end.

Christina Erwin
Senior Managing Associate
Project Manager

Attachments:

Attachment 1 – Geocon Scope of Work

Attachment 2 – Cost Estimate



Proposal No. S1331-05-05P
June 29, 2017

VIA ELECTRONIC MAIL

Christina Erwin
Senior Managing Associate
ESA | Environmental Science Associates
2600 Capitol Ave, Suite 200
Sacramento, California 95816

Subject: **PROPOSAL FOR SUPPLEMENTAL GEOTECHNICAL AND ENVIRONMENTAL
ASSESSMENT SERVICES
SACRAMENTO CONVENTION CENTER EXPANSION, RENOVATION & HOTEL**

Dear Ms. Erwin:

Geocon Consultants, Inc. is pleased to present this proposal for supplemental geotechnical and environmental assessment services for the proposed Sacramento Convention Center (SCC) Expansion and Renovation project in Sacramento, California.

Geocon recently completed and submitted a *Phase I Environmental Site Assessment (ESA)* and *Geotechnical Investigation* report for the SCC Expansion and Renovation project. We understand that the City of Sacramento has added a proposed hotel to the project at the southwest corner of 15th and K Streets at the site of an existing one-half acre surface parking lot. The proposed hotel will include two levels of below-grade parking (approximately 30 feet below street level) and 24 stories above (approximately 250 to 300 feet). The building will likely be of structural steel construction supported on deep foundations. The below-grade parking structure will extend below the groundwater elevation and will employ a waterproofed bathtub design.

The purpose of our services will be to supplement our previous Phase I ESA and geotechnical studies to include the new hotel element of the project. We will perform additional research, field investigations, and prepare a Phase I ESA for the hotel site and update our draft geotechnical investigation report to include the planned hotel.

Scope of Services

Based on our understanding of the project, we recommend the following scope of services:

Task A – Phase I ESA

We will perform research to estimate the potential for impacts to the hotel site the presence of hazardous substances and/or petroleum products at levels warranting regulatory cleanup action on or within the vicinity of the site. For the purposes of this Phase I ESA, the “vicinity” of the site is defined as properties located within ¼ mile of the site.



We will:

- Perform a reconnaissance of the site 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 site. 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 site, our 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 site and from public thoroughfares to observe general types of land use surrounding the site.
- 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 site 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 site.
- Review reasonably ascertainable regulatory agency files for the site and/or properties in the vicinity of the site whose environmental conditions might potentially impact the site. The sources for these files could include the Sacramento County Environmental Management Department (SCEMD), the Regional Water Quality Control Board (RWQCB) and the 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 site and adjacent properties. The agencies contacted may include the 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 site and adjacent properties.
- Review EDR Sanborn, Inc. Fire Insurance Maps for the site. The EDR Sanborn Fire Insurance Maps would be reviewed to obtain information concerning the historical uses of the site and the potential presence of underground storage tanks on the site.
- Review pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and hydrogeologic conditions in the vicinity of the site.
- Review documents provided by you at your discretion. Potentially useful documents may include geotechnical, geologic, and environmental reports, site 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 site and previous development and uses of the site and properties located in the vicinity of the site.



- 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 site.
- If requested, review recorded land title records for the site 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 site, and whether any land use restrictions and/or environmental cleanup liens are associated with the site. As an alternative, we 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 site 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 site. 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 our ability to render an opinion regarding the environmental condition of the site, 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. We will provide two copies of the report.

Task B – Supplemental Geotechnical Investigation

- Attend a kick-off meeting with the project team in person or via conference call. Discuss existing data, project specifics, and coordinate field activities.
- 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 2 working days (as required by law) prior to performing exploratory excavations at the site.
- Pay required fees and obtain a subsurface exploration permit from the Sacramento County Environmental Management Department (SCEMD).
- Retain the services of a private utility locator to further delineate potential underground utilities not marked by USA subscribers near our proposed exploration locations.
- Perform two cone penetration test (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.



GEOTECHNICAL ENGINEERING AND ENVIRONMENTAL SERVICES
SACRAMENTO CONVENTION CENTER EXPANSION AND RENOVATION

- Perform one conventional exploratory boring using mud-rotary drilling techniques. The boring will be advanced to a depth of approximately 75 feet or practical refusal. The goal of the boring is to evaluate the depth to and consistency thickness of the dense gravel layer.
- Our proposed exploration locations at the site are shown on the *Proposed Exploration Plan*, Figure 1.
- Perform laboratory testing to characterize the samples collected. Anticipated testing includes moisture content, gradation, plasticity characteristics, shear strength, and soil corrosion potential screening.
- Analyze the additional field and laboratory data and update our draft geotechnical investigation report to include design geotechnical design and construction recommendations specific to the proposed hotel. Our updated report will include, but not be limited to:
 - Site Plan showing the locations of our previous and new 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,
 - Temporary shoring recommendations,
 - Construction dewatering and soil stabilization recommendations,
 - Foundation design recommendations, including suitable foundation type(s) and associated design parameters,
 - Slab-on-grade recommendations,
 - Lateral earth pressures for temporary shoring and permanent below-grade walls,
 - Seismic design criteria (2016 California Building Code, Chapter 16), and
 - Screening-level soil corrosion potential.

Fee Proposal

Our proposed fees for the scope of services are summarized below:



Scope of Services	Estimated Fee*
Task A – Phase I ESA	\$2,500
Task B – Supplemental Geotechnical Investigation	\$15,500
<i>*Estimated Fee, Time and Materials Basis</i>	

Our fees are based on our *2017 Schedule of Fees*, which is incorporated into and made a part of this proposal, and current subcontractor rates. If we encounter unforeseen conditions, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees.

Contract Execution

Please review the contents of this proposal and, if acceptable, issue an amendment to the executed Professional Services Agreement between Geocon and ESA. We will commence with the scope of services outlined herein upon receipt of your written authorization; however, services provided by Geocon will be pursuant to the Terms and *2017 Schedule of Fees* until or unless a mutually agreed upon, negotiated contract is finalized.

Assumptions and Limitations

We assume the following:

- Client/City of Sacramento will coordinate site access/permission to enter.
- A City encroachment permit will not be required.
- The site is accessible to truck-mounted drilling and CPT equipment.

We appreciate the opportunity to provide this proposal and look forward to providing continuing services on this project. Please contact us if you have any questions or need further clarification.

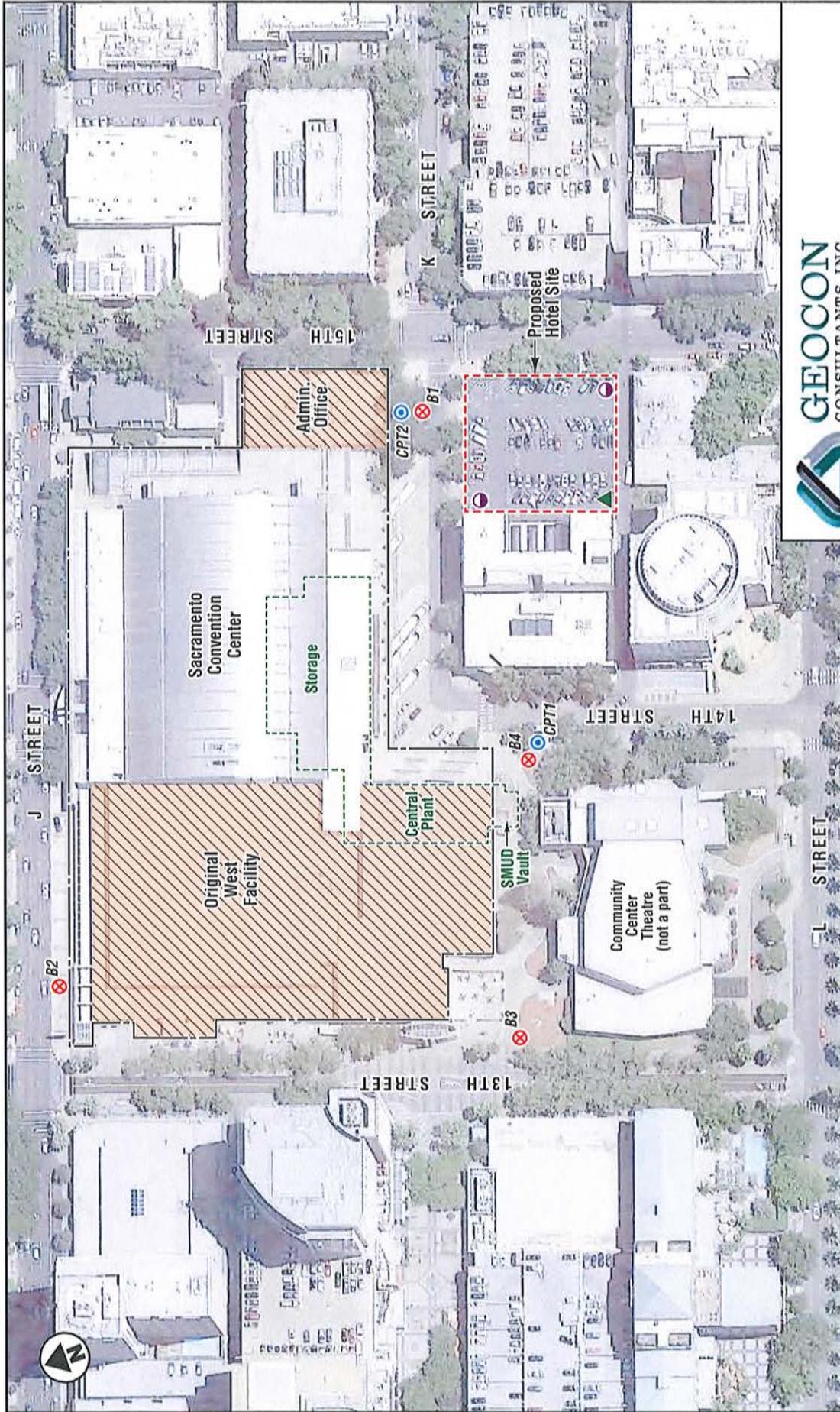
Sincerely,

GEOCON CONSULTANTS, INC.

Jeremy Zorne, PE, GE
Senior Engineer/Vice President

Jim Brake, PG
Senior Geologist/Vice President

Attachments: Figure 1, Proposed Exploration Plan
2017 Schedule of Fees



- LEGEND:**
- To Be Demolished
 - B4 Previous Exploratory Boring Location (Geocon, June 2017)
 - CPT2 Previous Cone Penetration Test (CPT) Location (Geocon, June 2017)
 - Existing Basement Area
 - Proposed CPT Location
 - Proposed Exploratory Boring Location



3160 GOLD VALLEY DR - SUITE 800 - RANCHO CORDOVA, CA 95742
PHONE 916.852.9118 - FAX 916.852.9132

Sacramento Convention Center
Expansion, Renovation and Hotel

1400 J Street, Sacramento, California

SITE PLAN

S1331-05-05P June 2017 Figure 2



2017 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician	\$80/hr.
Engineering Field Technician/Special Inspector I	75/\$100(PW)*/hr.
Engineering Field Technician/Special Inspector II	85/110(PW)*/hr.
Engineering Field Technician/Special Inspector III	95/120 (PW)*/hr.
Word Processor/Technical Editor	75/hr.
Engineering/Research Assistant/Technical Illustrator	90/hr.
Project Coordinator/GIS Specialist	95/hr.
Staff Engineer/Geologist.....	110/hr.
Senior Staff Engineer/Geologist	120/hr.
Project Engineer/Geologist	130/hr.
Senior Project Engineer/Geologist.....	140/hr.
Senior Engineer/Geologist/Geophysicist	160/hr.
Associate Engineer/Geologist	185/hr.
Principal Engineer/Geologist/Litigation Support.....	225/hr.
Deposition or Court Appearance.....	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Project
Minimum Field Services Fee (per day or call-out)	2 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem).....	\$150/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	55/ea.
Direct-Push Rig/Operator	165/190(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer.....	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment.....	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit.....	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite.
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698)	\$175/ea.	Resistance Value, R-Value (D2844/CAL301).....	\$275/ea.
6-inch mold (D1557/D698)	190/ea.	R-Value, Treated (CAL301).....	300/ea.
California Impact (CAL216)	200/ea.	California Bearing Ratio (D1883).....	175/pt.
Check Point	85/ea.	Stabilization Ability of Lime (C977).....	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$60/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	175/ea.
Sieve Analysis with Hydrometer (D422).....	180/ea.	Sand Equivalent (D2419/CAL217).....	90/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

SHEAR STRENGTH

Unconfined Compression (D2166).....	\$100/ea.
Direct Shear (D3080) (3pt).....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	175/ea.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136).....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$25/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch.....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger).....	175/200/ea.
CMU Compressive Strength (C140).....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	115/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308).....	\$100/pt.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Extraction/Sieve Analysis (C136/CAL202).....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	200/ea.
% Voids (CAL 367).....	275/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$25,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
 Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



City of Sacramento

Motion No.

Requires Council Approval: No

YES X Meeting: 9/26/17

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services Not to Exceed: \$ 23,600		Attachment: No.: 1 Original Doc Number: TS17-004	
Other Party: Fehr & Peers		Certified Copies of Document::	
Project Name: Sacramento Convention Center Transportation Impact Study		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate	
Project Number: M17100101 Transaction #:		Bid	E/SBE-DBE-M/WBE:

Department Information

Department: Public Works

Division: Development Engineering

Project Mgr: Judith Matsui-Drury

Director: Hector Barron

Contract Services: Jose Ledesma Date: 9-26-2017

Phone Number: 808-8195

Org Number:

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		
Accounting:		
Contract Services:		
Supervisor:		

City Attorney	Signature or Initial	Date
City Attorney:	<i>SP</i>	9-2017

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Department Director:		
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts;

For City Clerk Processing	
Finalized:	
Initial:	
Date:	
Imaged:	
Initial:	
Date:	
Received:	
<small>(City Clerk Stamp Here)</small>	

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: SCC Transportation Impact Study - M17100101

Date: 9/19/2017

Purchase Order #: 37884

Supplemental Agreement No.:

1

The City of Sacramento ("City") and Fehr & Peers ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number TS17-004, 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:

The additional scope of services is as set forth in Attachment 1.

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 \$23,600, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$128,000
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	\$128,000
Increase by this supplemental agreement:	\$23,600
New not-to exceed amount including all supplemental agreements:	\$151,600

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

Approved By:

Attested To By:

City of Sacramento

City Clerk



July 6, 2017

Ms. Judy Matsui-Drury, P.E.
Transportation Division
City of Sacramento Department of Public Works
300 Richards Blvd., 2nd Floor
Sacramento, CA 95814

Re: Proposal for Supplemental Analysis for Transportation Impact Study for Hotel Component of the Sacramento Convention Center Expansion Project EIR

P17-3633-RS

Dear Ms. Matsui-Drury:

We are pleased to submit this proposal to expand the transportation impact study (TIS) for the Sacramento Convention Center Expansion Project EIR to include a separate programmatic-level analysis for the proposed Convention Hotel (the Hotel). Our proposed scope of work, which is included in Attachment A, builds off of our on-going work on the TIS for the Sacramento Convention Center Expansion Project EIR. The scope of work is based on the proposed Hotel project description provided by City staff on June 20th.

While many efficiencies are realized by including the two projects in the same EIR document, analyzing the Hotel project as a standalone project from the Convention Center Expansion Project necessitates the following level of effort beyond the tasks included in our original scope of work:

- Development of separate project travel characteristics estimates.
- Analysis of separate baseline and cumulative 'plus project' analysis scenarios.
- Development of separate impact and mitigation measure statements.
- Analysis of access specific to the Hotel project site.

We can complete the tasks outlined in Attachment A on a time-and-materials basis for a not-to-exceed cost of \$23,600. Form 10H, required by the City, provides a detailed cost estimate. The table below summarizes the cost for the supplemental tasks in relation to the EIR as a whole.

EIR Phase	Cost
Convention Center Expansion Portion (Project-Level)	\$128,000
Hotel Portion (Programmatic-Level)	\$23,600
TOTAL	\$151,600

Proposal – Supplemental Analysis for TIS for Hotel Component of the Sacramento
Convention Center Expansion Project EIR
July 6, 2017

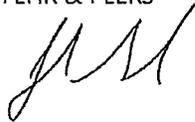
FEHR & PEERS

We are prepared to begin work on this study immediately upon receiving notice to proceed.

Please contact us if you have any questions or need additional information. We look forward to working with you on this project.

Sincerely,

FEHR & PEERS



John Gard, PE
Principal



Greg Behrens, AICP
Senior Transportation Planner

ATTACHMENT A

SCOPE OF WORK

The primary objectives of this study are as follows:

- Estimate the travel characteristics of the proposed Convention Hotel project (the Hotel) located at 15th Street and K Street in downtown Sacramento.
- Analyze and identify potential transportation impacts and mitigation measures for the proposed Hotel project at a programmatic level.
- Include the programmatic-level analysis for the Hotel project in the EIR document for the Sacramento Convention Center Expansion Project.

The transportation effects of the proposed Hotel are expected to be confined within the study area covered by the Sacramento Convention Center Expansion Project TIS. Therefore, it is not necessary to include additional study intersections or transportation facilities for analysis. Also, it is not necessary to build on the data collection or existing conditions analysis performed as part of the Sacramento Convention Center Expansion Project TIS.

Task 1 Project Travel Characteristics

Fehr & Peers will estimate project travel characteristics for the proposed Hotel using the following sources and techniques:

- Project description, including number of rooms, number of employees, number of on-site parking spaces, amount of hotel event space, and ingress/egress locations.
- Reference *Trip Generation Manual, 9th ed.* (Institute of Transportation Engineers, 2012) to determine recommended AM peak hour, PM peak hour, and daily trip generation for hotel guests and employees based on the relevant hotel land use category.
- Typical attendee levels, average vehicle occupancy information, and other travel data for comparable hotel event facilities, including the downtown Sacramento Hyatt and Sheraton hotels (as available).
- Estimate internal trips resulting from the co-location of the proposed Hotel and the Sacramento Convention Center.
- Trip distribution from existing travel patterns and outputs from the SACMET travel demand model.

Fehr & Peers will also record peak hour ingress/egress and parking occupancy at the existing on-site surface parking lot to determine potential parking and trip displacement resulting from the proposed Hotel project.

The resulting trip generation and distribution estimates for the project will be documented in a memorandum for review by City staff. Fehr & Peers will obtain approval from City of Sacramento staff on the project's trip generation/distribution characteristics prior to beginning any further technical analyses.

Task 2 Baseline Plus Project Conditions

The Sacramento Convention Center Expansion Project TIS includes the following two baseline analysis scenarios:

- **Baseline No SCC Project (Maximum Weekday Event at Existing Facility)** – Assumes weekday with total daily event attendance of 6,367 persons.
- **Baseline Plus SCC Project (Maximum Weekday Event at Existing Facility)** – Assumes weekday with total daily event attendance of 8,157 persons (6,367 + 1,790).

Per the direction of City staff,¹ the proposed Hotel is presumed to not be constructed without approval of the Sacramento Convention Center Expansion Project. Therefore, we will analyze the following additional baseline scenario:

- **Baseline Plus SCC Project Plus Hotel (Maximum Weekday Event at Existing Facility)** – Assumes weekday with total daily event attendance of 8,157 persons, plus the Hotel.

Fehr & Peers will analyze project impacts on the roadway, bicycle, pedestrian, and transit systems using the significance criteria identified in the Sacramento Convention Center Expansion Project TIS. Similar to the approach taken for the Railyards Specific Plan EIR, separate impact statements and mitigation measures will be developed for the Convention Center expansion and for the Hotel.

Impacts to the roadway network will be analyzed for the sixteen study intersections included in the Sacramento Convention Center Expansion Project TIS. Impacts to bicycle facilities will review any proposed modifications to existing bikeway facilities surrounding the project site. Impacts to transit facilities will primarily review any adverse effects on existing bus routes (due to worsened congestion) or effects due to changes in bus stop designs. We will also document any project impacts to future nearby Streetcar facilities.

For significant impacts, Fehr & Peers will propose mitigation measures to improve the level of significance. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and the expected level of significance after mitigation.

Task 3 Cumulative Conditions

The Sacramento Convention Center Expansion Project TIS includes the following two baseline analysis scenarios:

- **Cumulative No SCC Project (Maximum Weekday Event at Existing Facility)** – Assumes weekday with total daily event attendance of 6,367 persons, in addition to cumulative land use and transportation system changes.

¹ Per phone conversation with Desmond Parrington on June 23, 2017.

- **Cumulative Plus SCC Project (Maximum Weekday Event at Existing Facility)** – Assumes weekday with total daily event attendance of 8,157 persons, in addition to cumulative land use and transportation system changes.

Fehr & Peers will analyze the following additional cumulative scenario:

- **Cumulative Plus SCC Project Plus Hotel (Maximum Weekday Event at Existing Facility)** – Assumes weekday with total daily event attendance of 8,157 persons, plus the Hotel, in addition to cumulative land use and transportation system changes.

We will analyze cumulative impacts to roadway, transit, bicycle, and pedestrian facilities. For cumulatively considerable impacts, Fehr & Peers will propose mitigation measures to improve the level of significance. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and level of significance after mitigation. A discussion of the project's consistency with relevant City of Sacramento policies regarding these travel modes will be provided (including documentation of the City's LOS policy exemptions in downtown).

Task 4 Vehicle Miles of Travel (VMT)

Fehr & Peers will estimate the VMT associated with the Hotel under existing and cumulative conditions.

Task 5 Project Access Considerations

Fehr & Peers will conduct an analysis of access to the Hotel including (but not limited to):

- Ingress and egress for the on-site subgrade parking garage.
- Ingress and egress for the hotel loading zone.
- Ingress and egress for the hotel truck loading area
- Pedestrian access between the hotel and the Convention Center.
- Effects on K Street and Kayak Alley vehicle circulation.

Any resulting recommendations will be summarized in an exhibit. Since a detailed site plan is not available (and is not expected to be developed during this study), our access review will be conceptual in nature, and intended to support future planning efforts.

Task 6 Documentation

Fehr & Peers will incorporate the Hotel analysis into the Sacramento Convention Center Expansion Project EIR transportation chapter. This will include separate tables (e.g. trip generation, LOS analysis results, etc.), figures, technical calculations, and impact and mitigation measure statements from those related explicitly to the Convention Center Expansion Project.

COST PROPOSAL

Supplemental Analysis for Convention Hotel Project TIS

Staff Name and or Classification	John Gard Principal	David Stanek Associate I	Jimmy Fong Engineer/ Planner II	Greg Behrens/ Engineer/ Planner III	Jessica Sandoval Technician I	Souto Senior Admin Asst.	Hours	Subtotal	Labor Costs	OH + Fringe 172.26%	Profit 7%	Total Cost
Task 1: Project Travel Characteristics	4	2	16	8	4	27,40	32	\$ 1,237.84	\$ 2,132.30	\$ 235.91	\$ 3,606.05	
Task 2: Baseline Plus Project Conditions	2	2	32	8	8		52	\$ 1,785.92	\$ 3,076.43	\$ 340.36	\$ 5,202.71	
Task 3: Cumulative Conditions	2	2	32	8	8		52	\$ 1,785.92	\$ 3,076.43	\$ 340.36	\$ 5,202.71	
Task 4: Vehicles Miles of Travel	2	2	4	4			10	\$ 440.92	\$ 759.53	\$ 84.03	\$ 1,284.48	
Task 5: Project Access Considerations	2	2	8	16	8		36	\$ 1,309.92	\$ 2,256.47	\$ 249.65	\$ 3,816.04	
Task 6: Documentation	4		8	24	8	4	40	\$ 1,507.44	\$ 2,596.72	\$ 287.29	\$ 4,391.45	
Total	16	6	92	68	36	4	222	\$ 8,067.96	\$ 13,897.87	\$ 1,537.61	\$ 23,503.44	
Other Direct Costs:												
Traffic Counts												\$ -
Mileage/Parking Fees, Delivery/mail fees.												\$ 96.56
Grand Total												\$ 23,600.00

Notes:

1. This is an estimate. Total amount is not to exceed \$23,600.
2. Substitutions of personnel are permitted within classification and pay rate if approved by City staff