

City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2018-00213

April 3, 2018

Consent Item 05

Title: Agreement: West Broadway Specific Plan (I21005500)

Location: District 4

Recommendation: Pass a Resolution: 1) authorizing the City Manager or the City Manager's designee to execute a professional services agreement with Ascent Environmental in an amount not-to-exceed \$558,064 for professional services pertaining to the West Broadway Specific Plan; and 2) authorizing the City Manager or City Manager's Designee to transfer funding in the amount of \$160,161 from the Shovel-Ready Sites Program (I21001300) to the West Broadway Specific Plan (I21005500).

Contact: Helen Selph, Associate Planner, (916) 808-7852, Community Development Department

Presenter: None

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A to Resolution - Project Boundary Map

4-Exhibit B to Resolution – Professional Services Agreement

Description/Analysis

Issue Detail: The West Broadway Specific Plan (previously referred to as the Northwest Land Park Specific Plan) will provide a vision for the development of the 279-acre project area depicted in Attachment 3 - Exhibit A, which is generally bounded by the Sacramento River on the west; Broadway on the north; Muir Way and 5th Street on the east; and 4th Avenue on the south. The name of the Specific Plan has been changed to the West Broadway Specific Plan because it will have its own identity and urban form within the Broadway and Land Park areas.

Various public and private sector initiatives have examined the subareas of the project area, but a comprehensive plan has never been adopted by the City. The planning process will involve the neighborhood in creating a vision for the development and redevelopment of the area. The overarching goal of the West Broadway Specific Plan is to stitch the various disparate subareas together into a cohesive plan. The Plan will also help to facilitate the current Riverfront planning efforts.

An Environmental Impact Report, an infrastructure finance plan and other technical documents will identify public improvements necessary to support new urban development, which will help to streamline the housing development process.

The Plan will be developed consistent with the framework of the 2035 General Plan, which anticipates a mix of traditional and urban scale housing with neighborhood commercial uses.

Policy Considerations: The proposed project is consistent with the City's goals and policies as established in the 2035 General Plan. These policies include:

LU 1.1.4 Leading Infill Growth. The City shall facilitate infill development through active leadership and the strategic provision of infrastructure and services and supporting land uses.

LU 1.1.5 Infill Development. The City shall promote and provide incentives (e.g., focused infill planning, zoning/rezoning, revised regulations, provision of infrastructure) for infill development, reuse, and growth in existing urbanized areas to enhance community character, optimize City investments in infrastructure and community facilities, support increased transit use, promote pedestrian- and bicycle-friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, and enhance retail viability.

H-1.3.5 Housing Type Distribution. The City shall promote an equitable distribution of housing types for all income groups throughout the city and promote mixed income

neighborhoods rather than creating concentrations of below-market-rate housing in certain areas.

H-1.2.2 Compatibility with Single Family Neighborhoods. The City shall encourage a variety of housing types and sizes to diversify, yet maintain compatibility with, single-family neighborhoods.

H-1.2.5 Neighborhood Input on Development. The City shall continue to work with neighborhood associations and residents through the planning and delivery of residential development to ensure that neighborhoods are safe, decent, and pleasant places to live and work.

Economic Considerations: The economic impacts of the West Broadway Specific Plan will be an increase in housing and economic activity in and around the project area which will support more small and medium sized businesses and job growth.

Environmental Considerations: This report concerns administrative activities and government fiscal activities—the execution of a professional services agreement to prepare a specific plan and related documents—that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines 15060(c)(3)). Council will consider the environmental impacts of the specific plan, if any, at the time it considers the adoption of the specific plan.

Sustainability: The preparation of a specific plan for the project area will facilitate infill development, reuse, and reinvestment in an existing urbanized area. Increased housing opportunities near the urban core will reduce long commutes and dependence on the use of the private automobile, reduce the use of fossil fuels and greenhouse gas emissions, and help meet air quality standards.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Consultant services are required to support the preparation of the West Broadway Specific Plan. On October 20, 2017, CDD released a Request for Proposals (RFP No. P18211222001) inviting interested firms to submit proposals. Two firms, Ascent Environmental and Environmental Science Associates (ESA) each submitted proposals. A selection committee reviewed the proposals, interviewed both firms, and selected the Ascent team based on pre-determined criteria.

Financial Considerations: There is sufficient funding in the West Broadway Specific Plan (I21005500) to award the contract.

Local Business Enterprise (LBE): Ascent Environmental is an LBE.

RESOLUTION NO. 2018-_____

Adopted by the Sacramento City Council

APPROVING THE TRANSFER OF FUNDING FROM THE SHOVEL-READY SITES PROGRAM (I21001300) TO FUND THE WEST BROADWAY SPECIFIC PLAN FUND (I21005500) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ASCENT ENVIRONMENTAL FOR SERVICES RELATED TO THE WEST BROADWAY SPECIFIC PLAN

BACKGROUND

- A. Resolutions 2017-0312 and 2017-0386 established the Northwest Land Park Specific Plan Fund (now called the West Broadway Specific Plan, I21005500) and augmented the budget to provide adequate funding to support the development of a comprehensive Specific Plan for the project area.
- B. The West Broadway Specific Plan will create a vision for the development and redevelopment of the 279-acre project area, which is generally bounded by the Sacramento River on the west; Broadway on the north; Muir Way and 5th Street on the east; and 4th Avenue on the south.
- C. The Shovel-Ready Sites Program (I21001300) has been completed.
- D. The West Broadway Specific Plan is located in a priority, designated shovel-ready area. This plan will address any major obstacles to infill development by streamlining the housing development process and identifying necessary public improvements to support new urban development. This is aligned with the Shovel-Ready Sites Program's goals.
- E. The transfer of the remaining balance from the Shovel-Ready Sites Program would be used to offset staff labor costs associated with the West Broadway Specific Plan project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The transfer of the remaining General Fund project balance in the amount of \$160,161 from the Shovel-Ready Sites Program (I21001300) to the West Broadway Specific Plan (I21005500) is authorized.
- Section 2. The City Manager or his designee is authorized to execute a professional services agreement with Ascent Environmental for an amount not-to-

exceed \$558,064 for services related to the West Broadway Specific Plan and related services as set forth in Exhibit B.

Table of Contents:

Exhibit A – West Broadway Specific Plan area
Exhibit B – Professional Services Agreement

Exhibit A West Broadway Specific Plan Area



ALA Glance:
 284 Parcels (Condominiums included)
 279 Acres (Specific Plan Area)
 222 Acres (Property Area)

West Broadway Specific Plan Area

Aerial: 2014/2016
 Created: 12/22/17

Requires Council Approval: N Y
Council Meeting Date:

Real Estate Other Party Signature Needed Recording Requested

General Information

Contract Type: Professional Services
PO Type: Competitive
\$ Not to Exceed: \$558,064.00
Other Party: Ascent
Project Name: West Broadway Specific Plan
Project Number:
Bid Transaction #:

Attachment #:
Original Doc #:
Certified Copies of Document:
Deed:
Tax ID # (if applicable):
Preferences:
LBE SBE DBE MWBE

Department Information

Department: Community Development
Project Manager: Helen Selph
Contract Services: Susanne Cook
Phone Number: (916) 808-5375
Comment:
Division: Planning
Supervisor: Greg Sandlund
Division Manager: Tom Pace
Date: 03/14/2018 Org Number:

Review and Signature Routing

Department	Signature or Initial	Date
Project Manager:	<i>[Signature]</i>	3-14-18
Accounting:	<i>FCMong</i>	3-14-18
Contract Services:	<i>SC</i>	3/15/18
Supervisor:	<i>[Signature]</i>	3/15/18
Division Manager:	<i>[Signature]</i>	3/16/18

City Attorney	Signature or Initial	Date
City Attorney:	<i>VOB</i>	3/22/18

Send Interoffice Mail Notify for Pick Up ext. 5375
Name and Phone Ext:

Authorization	Signature or Initial	Date
Department Director:		
City Manager: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract.

(Sticker)

For City Clerk Processing

Finalized:

Initial:

Date:

Imaged:

Initial:

Date:

Received:

(City Clerk Stamp Here)

PROJECT NAME: West Broadway Specific Plan
AGREEMENT TERM: Until completion of the Scope of Work
AUTHORIZED RENEWALS:
DEPARTMENT: Community Development
DIVISION: Planning

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

*Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, CA 95814
916-444-7301/ gary.jakobs@ascentenvironmental.com*

("CONTRACTOR"), who agree as follows:

- 1. 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.
- 2. 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.
- 3. 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: _____

Title: _____

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:

Ascent Environmental, Inc.
NAME OF FIRM

27-1537109
Federal I.D. No.

C3264507
State I.D. No.

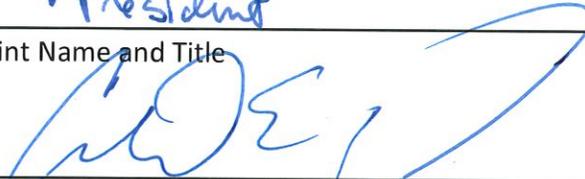
1002863
City of Sacramento Business Op. Tax Cert. No.

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
Gary Jakobos
President

Print Name and Title


Additional Signature (*if required*)
Curtis E. Alling
Chief Executive Officer

Print Name and Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Susanne Cook/Administrative Analyst
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811
916-808-5375/scook@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:

*Gary Jakobs, Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, CA 95814
916-444-7301/gary.jakobs@ascentenvironmental.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 ___X___ 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.

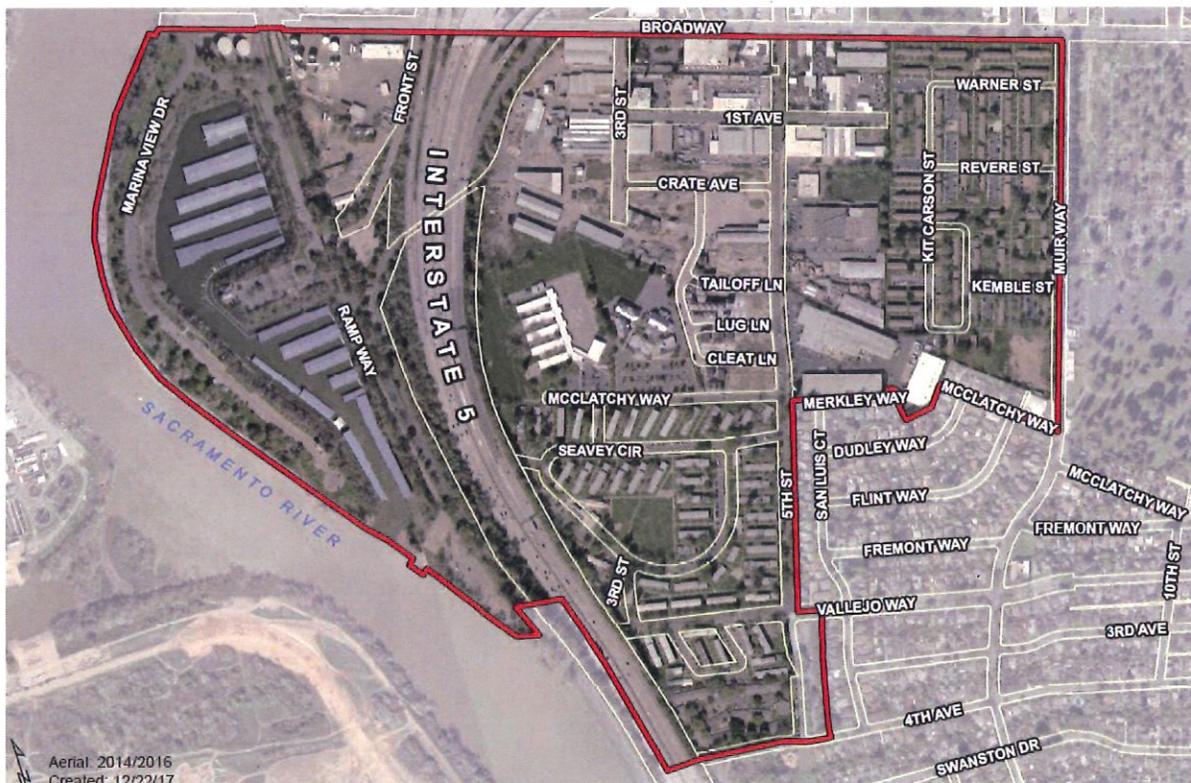
5. **Time of Performance.** The scope of work shall be performed in accordance with the Time of Performance schedule as set forth in Attachment 1 to Exhibit A. CONTRACTOR and the City, acting through its city manager or designee, may agree in writing to amend this schedule.

ATTACHMENT 1 TO EXHIBIT A

SCOPE OF WORK

CONTRACTOR ("Ascent Environmental" or "Ascent") is solely responsible for the completion of all tasks outlined in this scope of services. CONTRACTOR may choose to subcontract some of this work to subcontractors mentioned below (Fehr & Peers, EPS, AIM, NV5, and NIC) but CONTRACTOR alone shall remain responsible for the work. If one or more subcontractors does not want to or is unable to complete the work, CONTRACTOR understands and agrees that it alone is solely responsible for the completion of all tasks. CONTRACTOR and City intend and agree that there are no third-party beneficiaries to this Agreement.

Ascent Environmental shall draft the West Broadway Specific Plan ("WBSP" or "the Plan"), EIR, and related technical documents, including an infrastructure financing plan for the study area, as described in Task 2 below. The 270-acre study area is located within Sacramento and is comprised of the area generally bound by the Sacramento River on the west; Broadway on the north; Muir Way and 5th Street on the east; and 4th Avenue on the south, as shown on the map below. The Planning Director may amend the study area boundary; however, if such changes occur once project mapping or analysis commences, CITY and CONTRACTOR shall determine if such changes result in a change in the project scope and budget.



TASK 1 PREPARE EXISTING CONDITIONS ANALYSIS

In 2014, the City's Community Development Department prepared a thorough study of this area (within a larger study zone) highlighting much of the context and plans that are still relevant in 2017. The intent of this Task will be to capture what has changed, and what drivers will affect revitalization of the Study Area. As such, the team will utilize existing information from recent and on-going planning efforts as much as possible, while also updating information or conducting new analysis where needed. Note that the products generated from Tasks 1.1 to 1.4 will be used to inform the Specific Plan and included in the EIR. Meeting Minutes from the Project Initiation meeting and preparation of the Base Map for planning purposes are noted separately in Task 1.1 below.

1.1 Project Initiation, Review Existing Studies, Plans, and Other Relevant Documents

The project will kick-off with a meeting of the key managers from the Ascent Team and City staff to discuss project goals, timeline, and protocols. Information that is not readily available on-line will be provided to the Ascent Team, and additional data requests answered. The City will provide the site boundary, topography, and other data, if available in AutoCAD or GIS format to Ascent, for the purpose of preparing a planning-level Base Map. The meeting will be followed up by a site visit to walk the properties and discuss key issues on the ground.

The Ascent team will examine historical development patterns of the Study Area, review relevant studies, plans or other documents completed to date that pertain to the Study Area, and summarize what plans and policies have led to the existing built environment. During this effort, we will prepare the Base Map and the existing conditions exhibits for the Specific Plan that establish the contextual frame of reference including General Plan, zoning, land use, open space, and other diagrams that influence community form (e.g. height, floor-area ratio [FAR], etc.)

Plans and studies that the planning team will examine include (but are not limited to):

- ▶ Upper Land Park / Broadway Study Area Background Report & Community Needs Assessment prepared by the City in 2014;
- ▶ Upper Land Park/Broadway Transformation Plan and other supporting documents prepared for SHRA under the Choice Neighborhoods Initiative, available on the project website (www.ulpbroadway.com)
- ▶ Northwest PUD documents and associated EIR; and, various documents related to The Mill project currently underway within the PUD;
- ▶ Sacramento 2035 General Plan;
- ▶ Sacramento Planning and Development Code;
- ▶ Sacramento Neighborhood Urban Design Guidelines (reference to other special districts)
- ▶ Broadway Complete Streets studies or plans
- ▶ Broadway Bridge Feasibility Study
- ▶ Broadway Bridge Project Approval / Environmental Document (PA/ED) documentation (currently in progress)
- ▶ Sacramento Riverfront Masterplan
- ▶ Urban Land Institute (ULI) Broadway Corridor Technical Assistance Plan (TAP)
- ▶ Central City Specific Plan
- ▶ Any previous or current plans or proposals for Miller Regional Park and the marina.

1.2 Historic and Cultural Resources Preliminary Investigation

Ascent with assistance from Natural Investigations Company (NIC) will conduct a preliminary investigation and provide an overview of known, eligible, and designated historic and cultural resources in and adjacent to the plan area, including the New Helvetia Historic District (listed in the National Register for Historic Places [NRHP]). This preliminary investigation will be coordinated with background research and cultural resource database searches conducted as part of the cultural study for the EIR (refer to Task 3.2.d).

1.3 Transportation and Traffic Analysis

Fehr and Peers will perform the following tasks:

Data Collection

Fehr & Peers will collect the following data to analyze the study intersections listed in the Existing Conditions Analysis.

- ▶ New weekday AM (7am – 9am) and PM (4pm – 6pm) peak period traffic counts at up to six (6) intersections.
- ▶ Existing traffic signal timings at signalized intersections.
- ▶ Traffic data on study segments of I-5 and US 50 for the analysis time periods described in Task 2 from the Caltrans' PEMS database.
- ▶ Existing traffic controls, lane configurations, posted speed limits, crosswalks, and other relevant information at study intersections.

Existing Conditions Analysis

Fehr & Peers will analyze AM and PM peak hour traffic operations at up to 17 intersections. The following intersections are proposed and will be finalized based upon consultation with City Public Works staff. The study intersections were selected based on the project location, expected number of trips generated, and directionality of those trips. They include:

- ▶ W Street / 3rd Street
- ▶ W Street / 5th Street
- ▶ W Street / 11th Street / Riverside Boulevard
- ▶ X Street / 3rd Street
- ▶ X Street / 5th Street
- ▶ X Street / Riverside Boulevard
- ▶ Broadway / Front Street
- ▶ Broadway / I-5 NB Off-Ramp
- ▶ Broadway / 3rd Street
- ▶ Broadway / 5th Street
- ▶ Broadway / Muir Way / 9th Street
- ▶ Broadway / Riverside Boulevard
- ▶ 1st Avenue / 5th Street
- ▶ McClatchy Way / 5th Street
- ▶ Vallejo Way / 5th Street

- ▶ Vallejo Way / Muir Way
- ▶ Vallejo Way / Riverside Boulevard

A SimTraffic micro-simulation model will be used to study all intersections. SimTraffic accounts for the effects of vehicular queuing on adjacent intersection operations, traffic signal timing/progression plans, pedestrian/bicycle travel, and other influences that can affect delay and queuing. The model will be calibrated to existing conditions based on travel time data, peak hour volumes, and observed maximum queue lengths. Per City of Sacramento guidelines, a peak hour factor of 1.0 will be used. And per standard practice, a minimum of 20 runs will be conducted, outliers eliminated, and ten runs averaged to yield reported results. At each intersection, the average delay per vehicle and level of service (LOS) will be reported. Off-ramp queues at ramp terminal intersections will also be addressed.

Fehr & Peers will document conditions and prepare exhibits that display: the existing number of lanes within the study area; existing peak hour traffic volumes, lane configurations, and traffic controls at the study intersections; existing bicycle and pedestrian facilities in the study area including Class I, II, and III bicycle facilities and crosswalks/sidewalks in the project vicinity; and public transit options in the study area including light rail, and bus.

Fehr & Peers will document the assumptions, methodologies, and findings of the existing conditions analysis in a technical memorandum.

1.4 Infrastructure Analysis

NV5 will prepare a utility infrastructure analysis of the existing systems within the Plan area. NV5 will review past infrastructure studies including the NW Land Park Water, Sewer and Drainage Studies as well as the NW Land Park PUD water, sewer, and drainage studies, the Broadway Bridge project, the Upper Land Park/Broadway Study Area Background Report & Community Needs Assessment, and the Broadway Complete Street Project together with information NV5 has from their work on the Downtown Specific Plan, the NW Specific Plan, and the Alder Grove & Marina Vista projects.

The infrastructure analysis will examine the Combined Sewer System (CSS), water, gas, electric, telecommunications, street lights, traffic signals and separate sewer and drainage systems. The analysis will include a water, sewer, and drainage study, and will examine any existing known system deficiencies and anticipated growth impacts from the PUD area and Affordable Housing site redevelopments. The study will also examine the feasibility of green infrastructure within the project area.

TASK 1.2-1.4 DELIVERABLES

Existing Conditions Map Exhibits, Historic District Analysis, Traffic and Infrastructure Analysis

Task 2 Prepare Specific Plan

The Ascent will prepare a comprehensive Specific Plan for the study area that includes land use regulations and policies designed to streamline development envisioned for the area consistent with the 2035 General Plan, which includes a mix of traditional and urban scale housing with neighborhood commercial uses.

The Specific Plan will meet the criteria specified in State law and Sacramento City Code; and will be designed to achieve the City's stated objectives to allow for greater CEQA and planning entitlement streamlining, identify infrastructure constraints and funding needs and opportunities, serve as a concise document that is not redundant with the 2035 General Plan, and conveys a vision for the community that is informed by community input to maintain livability.

The development of the Specific Plan will be informed by work completed to date by the City and SHRA through the Upper Land Park/Broadway planning efforts, existing conditions analyses, technical

investigations performed under Task 1, and community engagement and outreach. Linkages between tasks or subtasks or other ongoing efforts are noted, where applicable.

2.1 Development Projections and Alternative Land Use Options

Ascent will work with the City to identify and confirm development projections for the 10-year horizon (Phase I), and for the ultimate 2035 General Plan buildout horizon (Phase II). This will include population, housing and employment estimates, along with land use assumptions and various densities/intensities that could support the projections. Specific subareas will be addressed as follows:

- ▶ Northwest Land Park PUD: Major land use changes in the PUD subarea are unlikely because the project is already entitled, and construction is already underway on Phase 1 of The Mill project. Ascent will review and confirm assumptions for this area with the City, developer, and Bardis Homes. Phase 2 of the project includes community open space and potential trail connections to the Sacramento River that will be important linkage components to the other sub-areas.
- ▶ Marina Vista/Alder Grove Public Housing and William Land Woods Affordable Housing: Major changes or deviations from the development assumptions in the Upper Land Park/Broadway Transformation Plan are not expected.

The Transformation Plan is a conceptual plan that, while not previously adopted, will inform future changes in land use and infrastructure that could occur under the Specific Plan, should SHRA and the City move forward with implementation of those plans. Our team will review and confirm the Transformation Plan development assumptions with the City and SHRA and recommend any adjustments to the projections or design changes that would be beneficial for the Public and Affordable Housing subarea that could be required in order to integrate with the Specific Plan.

- ▶ Industrial Subarea: No existing plans have been developed that apply to this subarea. Ascent will analyze parcel configuration and ownership to assess redevelopment potential within the subarea and in context of its relationship to the other subareas within the Specific Plan, its relationship and proximity to adjacent neighborhoods, existing and future conditions along the Broadway corridor, and other factors. Ascent will develop land use assumptions and development projections for the subarea based on the analysis.
- ▶ Miller Regional Park & Marina: No recent plans have been developed to date for this subarea by the City. Ascent will work with City staff, including both Planning and Parks and Recreation Department staff, to establish assumptions for the current and future uses and activities envisioned for Miller Regional Park & Marina. Any changes must be considered in the context of adjacent development in other subareas in the Specific Plan, and other factors related to the Park's role as a regional park and recreational access point to the Sacramento River and the Sacramento River Parkway. Trail connections will be a key component to analyze, particularly the north/south connection and the potential tunnel connection to the east.

The Upper Land Park Broadway Choice Neighborhoods Transformation Plan will be the starting point for evaluating the affordable housing areas; however, few changes are expected and assumed under this Scope of Work. Ascent will prepare up to two (2) different options for the industrial and Miller Regional Park sub-areas. Ascent will work with the City and SHRA to evaluate the scenarios and select a preferred scenario for further evaluation in the EIR.

In coordination with Subtask 2.2, Ascent will identify any General Plan policy or zoning code changes required to facilitate the development within the West Broadway Specific Plan (WBSP) Area, based on the projections for Phases I and II.

TASK 2.1 DELIVERABLESLand Use and Circulation Options with accompanying Program-Yield

2.2 Land Use and Urban Form (incl. Design Guidelines)

Ascent will prepare specific goals, plans, policies and implementing actions for land use and urban form to be included in the Specific Plan that correspond to the vision and development projections. We will prepare land use plans with accompanying development yield, Planning Principles to explain the importance of the Plan and policy recommendation; and provide an Illustrative Plan that depicts how the various areas are "stitched together" into a cohesive whole. Supporting diagrams will be prepared for open space, parks, and circulation (vehicular, transit, ped/bike).

Additionally, Ascent will prepare Development Standards for special conditions that may not be covered in other City documents, and Urban Design Guidelines that address community concerns such as public safety, and that help to implement goals, policies and actions identified for urban form. The Urban Design Guidelines will contain basic graphics seeking to clarify design and character intent and will be accomplished using sections and photo images; however, more detailed conceptual 3D renderings and graphics are included as an optional task (see further description under Optional Tasks).

TASK 2.2 DELIVERABLESPreferred Land Use Plan, Planning Principles, Illustrative Plan, Framework Diagrams for open space and circulation, and Urban Design Guidelines to be included in Task 2.7

2.3 Amenities

Ascent will identify a strategy for community amenities that builds on and confirms previous work regarding community needs and opportunities in the Upper Land Park/Broadway Transformation Plan area, including the community needs assessment; existing or planned amenities within the Northwest Land Park PUD; and existing or planned amenities in the Miller Regional Park & Marina subarea.

We will identify "complete neighborhood" elements, such as school sites, park sites, playgrounds, grocery stores, financial services, and other neighborhood commercial and public services, that are critical to creating a complete neighborhood. Ascent will include a level of service analysis for the project area that includes park acreage and park amenities as directed by the City.

TASK 2.3 DELIVERABLESAmenity Diagram, policies, and supporting text to be included in the Specific Plan, Task 2.7

2.4 Circulation Plan

Fehr & Peers will review and identify deficiencies in the existing transportation network. They will conduct up to two iterative model runs to determine necessary circulation improvements based on travel demand; and provide recommendations to improve multimodal connectivity within the context of future land use and transportation projects, including the Broadway Bridge, Streetcar, the Broadway Complete Street project, and the Sacramento Central City Specific Plan. They will also inventory and map existing traffic calming measures within the study area and propose additional traffic calming measures as appropriate.

The Circulation Plan chapter of the Specific Plan will include discussions of the existing circulation context summarized in Task 1.3, as well as suggested improvements as a result of the proposed Plan conditions within the Study Area. The vehicular, pedestrian and bicycle, and transit improvements will be diagrammed and supported with policies and diagrams. Street sections will be illustrated to convey travel lanes, bike lanes, pedestrian sidewalks, and landscaped areas and storm drainage to meet the City's desire for complete streets.

TASK 2.4 DELIVERABLES

Circulation Diagrams, policies, and supporting text to be included in the Specific Plan, Task 2.7

2.5 Infrastructure Plan

Based on the utility infrastructure analysis prepared in the Existing Conditions task, NV5 will assist Ascent with the preparation of the Public Infrastructure portion of the Specific Plan. The information presented will summarize the findings of the analysis for each infrastructure system. NV5 will provide exhibits for each system to be incorporated into the Specific Plan graphics. The analysis of each system will identify infrastructure phasing for the near-term development projections (10 year) and the long term (2035) horizons.

Fehr and Peers will identify the street improvements needed for the Circulation Plan. NV5 will work with the Fehr and Peers and Ascent to determine if there are any utility infrastructure constraints associated with the proposed Circulation Plan for vehicle, pedestrian, and bicycle improvements necessary for complete streets.

NV5 will prepare cost estimates in the general format of a Capital Improvement Plan, identifying unit costs for major infrastructure, and then applying that cost to the anticipated quantities. To the extent that major infrastructure items such as pipelines are more or less uniform in cost per linear foot, per linear foot unit costs for the individual utility will be derived, then applied to the estimated quantities of that utility. This format will accommodate future modifications or expansions and form the basis of a Capital Improvement Program document.

Our analysis of the infrastructure demands will identify improvements to the existing facilities that may be required for each system and recommendations for integrated infrastructure systems to meet the needs of projected growth in the area. The analysis of the CSS, sewer, storm drainage system, and water system improvements may identify the need for improvements within or well outside the project area. NV5 will work with City staff to determine the extent of the infrastructure cost estimates prior to completing the final reports. The recommendations for all the systems will be based on existing facility constraints, ability to phase improvements, constructability, cost analysis, and engineering judgment. These recommendations will consider joint use of facilities, symbiotic relationships between infrastructure elements (i.e.; sewer, drainage, water), phasing and other identified funding sources.

TASK 2.5 DELIVERABLES

Infrastructure Plan Recommendations for all utility systems, complete streets, costs, and phasing to be included in Specific Plan, Task 2.7

2.6 Public Infrastructure Financing Plan

Urban development in the project will require a variety of private and public infrastructure improvements. The overall approach to formulating a Public Infrastructure Financing Plan (Financing Plan) to fund these improvements in a manner consistent with State requirements and City policies will include:

- ▶ Specifying backbone infrastructure and other public facilities to be constructed or acquired in association with development of the proposed project.
- ▶ Identifying the estimated costs and phasing requirements for required backbone infrastructure and other public facilities, including any potential fair share cost of improvements for each phase of the project or each new development.
- ▶ Establishing the policy framework for determining financing mechanisms required to fund backbone infrastructure and other public facilities.

- ▶ Identifying funding mechanisms, both existing and new, to fund required backbone infrastructure and other public facilities in a timely manner.
- ▶ Identifying and providing estimated maintenance costs and funding sources for certain backbone infrastructure and other public facilities.
- ▶ Identify financing sources for long term maintenance such as maintenance of public facilities and parks, drainage facilities, etc.
- ▶ Examining the impact of existing and new infrastructure cost burdens on development feasibility and evaluating land-secured bonding capacity.

Identify Infrastructure and Public Facility Requirements

EPS will work with NV5, Ascent, and City staff to identify infrastructure and public facility requirements for the Project, as well as preliminary costs and estimated development impact fee program credits for various types of improvement and public facilities, such as roadways, drainage, water, sewer, fire and police, library, transit, parks, community centers, bikeways and trails, and any other facilities or improvements required by the project. EPS will assemble this information into an infrastructure and public facility cost schedule suitable for analytical purposes. The Financing Plan will include improvement costs for the initial 10-Year Phase I of project development as well as the 2035 General Plan horizon (Phase II). These improvement costs will be documented in a spreadsheet-based format, allowing aggregation of cost estimates by type of improvement for structuring the financing analysis. EPS will work with the Project team and City staff to identify and deduct funding sources previously committed to any public improvements to create a net cost summary.

Allocate Improvement Costs

EPS, with the assistance of NV5 and City staff, will develop a strategy for allocating buildout improvement costs among the various beneficiaries in (or beyond) the Project area; such beneficiaries may include the Specific Plan, existing development, and other areas of the City. EPS will make cost allocations based on industry-standard measures of demand for, or benefit from, the different types of improvements. For example, road costs typically are allocated based on trip generation.

Analyze Cost Burdens and Financial Feasibility of the Project

Based on the development projections for Phase I and Phase II, the Financing Plan will evaluate the impact of infrastructure cost burdens on the overall financial feasibility of the private real estate development components of the Project, as well as any proposed financing mechanisms subject to basic municipal financing requirements (e.g., value-to-lien ratio). The analysis will be based on estimates of finished real estate values for private development. If initial cost allocations appear infeasible based on industry standards, alternative allocations and other measures (e.g., cost reductions, phasing) will be evaluated.

Identify Financing Mechanisms

EPS will estimate available funding from various sources such as existing City, County, and school district development impact fees; any planned general obligation and revenue bond issues; and dedication requirements. This review will take into consideration any specific financing constraints or requirements. In addition to public funding sources, EPS will consider a variety of other financing mechanisms, which may include area-specific development fees, special assessments and taxes, or private contributions and exactions.

EPS and the project team will select financing mechanisms for the project that are based on financing principles; statutory and legal considerations; and industry standards regarding who typically pays for what, the timing of public improvements relative to private development, commitments regarding the availability of public-sector funding, and other relevant factors. Ascent will identify funding/financing sources for long term maintenance of public facilities, parks and drainage facilities.

Evaluate Improvement/Development Phasing Concurrency/Land-Secured Bonding Capacity

In concert with selecting financing mechanisms, EPS will consider the phasing program for real estate development and timing of public facilities' construction, based on development triggers if necessary. As part of this process, EPS will consider the feasibility of debt financing in relation to the appreciating land values and property-based revenues available. This feasibility analysis will reference underwriting criteria applied to financing mechanisms by the municipal financing industry. The phasing and debt financing analysis will be based on buildout of the Project. Preliminary evaluations of bonding capacity for any initial development phases will be examined as a percentage of total buildout bonding capacity.

Formulate a Financing Strategy

The steps outlined above will be used to prepare a financing strategy that shows the implementation steps required to use existing and to create new proposed financing mechanisms. The financing strategy will specify the financial responsibilities of the public and private participants in development of the Project. EPS will review and, as appropriate, ensure consistency, with previous financing plans prepared for the City, including the recently completed and geographically proximate Downtown Specific Plan. The financing strategy will be circulated to City staff and project participants to ensure their understanding and to obtain their comments and suggestions.

Prepare Draft Financing Plan

EPS will prepare a draft of the Financing Plan document, incorporating the technical analysis and narrative describing the proposed project and project land uses, infrastructure and public facility requirements, funding sources, financial feasibility findings, the project financing strategy, maintenance funding sources, and a detailed description of financing strategy implementation and administration. The Financing Plan will identify the land uses and required backbone infrastructure and public facilities for the initial 10-Year Phase I of project development, as well as the 2035 General Plan horizon (Phase II).

EPS will complete an Administrative Draft Financing Plan for review by the City. After making any revisions required to the Administrative Draft Financing Plan based on a single set of consolidated comments provided by the City and the project applicant, EPS will complete a Public Review Draft Financing Plan to be submitted to the City Council for approval.

TASK 2.6 DELIVERABLES

Administrative and Public Draft of Public Infrastructure Financing Plan, summary by Ascent to be included in Specific Plan, Task 2.7

2.7 Prepare Specific Plan Documents

Ascent will prepare an annotated outline and structure for the WBSP document early in the process to confirm the overall structure and components of the document with City staff.

Ascent will prepare a comprehensive Specific Plan document that knits together elements or chapters focused on the above subtasks and other topics, including land use and urban form, zoning, amenities, circulation, infrastructure needs and financing, historic resources, open space (including parks and recreation), and an implementation program with phasing of near-term versus long-term development and accompanying infrastructure. The Specific Plan will meet specific plan requirements in State law (Government Code, Section 65450 et seq.) and mandatory elements for a specific plan per the City Planning and Development Code. The Specific Plan will be designed to work together with the EIR prepared under Task 3 to provide a predictable, streamlined process for development review.

The final Specific Plan shall be provided in PDF and editable native file format (Microsoft Word, Excel, Adobe InDesign, Adobe Illustrator, GIS Shapefiles, etc.)

TASK 2.7 DELIVERABLES

Administrative Draft, Screencheck Draft, Public Draft, Administrative Final, and Final Specific Plan documents. All versions to include digital submissions for reproduction. One (1) hard copy will be produced for the Public Draft and Final Specific Plan

2.8 Community Engagement

Ascent will be joined in this effort by partnering with AIM Consulting. Our team will build upon previous community engagement efforts, including the extensive outreach and engagement efforts completed in recent years by SHRA, the City, and others for the Transformation Plan; as well as the City of Sacramento's Broadway Complete Streets Plan, Downtown Transportation Study "Sac Grid 3.0," and Central City Specific Plan. While the RFP listed outreach as an Optional Task, we are including multiple points in the process for our team to assist the City with community engagement. We believe outreach is crucial to Plan buy-in by the community and have included these tasks within our fundamental scope. Those efforts would include the following:

Stakeholder Database and Ongoing Communications

AIM will develop and maintain a stakeholder database throughout the project's duration. The initial database will be informed by previous outreach efforts described above. The database will include: stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of project interest. AIM will work with the City and project team to further identify key stakeholders.

Interest-based Stakeholder Meetings (4)

Ascent will attend and facilitate up to four interest-based stakeholder meetings to discuss specific study topics. Participants may be grouped and invited to attend specific meetings based upon their role and meeting topics. Ideally, this would occur over one or two days with individuals invited to a room capable of allowing plan sheet layouts around a table for recording of thoughts and issues. Each group would be allotted up to 90 minutes for discussion. City staff will coordinate the groups and provide the venue for the meetings.

Potential groups for discussion include SHRA and their partners who participated during the creation of the Transformation Plan; representatives from the Land Park Neighborhood Association; residents of the Mill Project, and business owners along Broadway and within the industrial area. An individual closely connected with the Marina in Miller Regional Park should be interviewed as part of this process.

Meeting topics for the private developers, affordable homebuilders, PBID and other business interests may include, but are not limited to: development opportunities and challenges, infrastructure financing, land uses and urban form. Meeting topics for neighborhood and community groups may include, but are not limited to: community values, neighborhood amenities, bicycle and pedestrian connections, land uses, traffic cut-through issues, and community context.

Ascent staff will lead the dialogue and provide the necessary mapping and graphics for engaging the stakeholders. These meetings would ideally occur early in the timeline around April/May of 2018.

Public Information and Notification

AIM will partner with the City's Public Information Office to handle public notifications for each community workshop. This may include but are not limited to media relations, posters, direct mail, and coordination with businesses and community-based organizations for cross promotion. As needed, AIM will assist with the development of direct mailers and newspaper advertisements. AIM will also conduct outreach to underrepresented community members. The City will be responsible for all fees related to printing, postage, advertisements, and obtaining mailing addresses.

Community Workshops (2)

AIM will assist Ascent with developing meeting content and format, coordinate logistics and prepare support materials for two community-wide workshops.

- ▶ Workshop #1: This workshop will take place after the initial stakeholder meetings and provide an opportunity for community members to learn about the West Broadway Specific Plan, establish an understanding of the City's goals and objectives for the plan, review community feedback gathered from previous outreach efforts, and provide input on high-level draft concepts for the plan which may include land use and mobility concepts.
- ▶ Workshop #2: This workshop will review community feedback and solicit input on the draft specific plan and preferred alternative.

Ascent staff will provide and present content graphics for the workshops including a PowerPoint presentation and large-format board exhibits as necessary. Ascent staff will facilitate the main content part of each workshop. In the first workshop, we will describe high-level plan alternatives and how they were generated from listening and responding to the visions and issues generated by the key stakeholders, and analysis of the physical and regulatory conditions. The community will be asked for their input, given the opportunity to modify or enhance the ideas put forward, and led through a process to generate preferences. Similarly, we will lead the second workshop to explain how the plan has evolved and what goals and supporting policies would be implemented to make the Plan a reality. The community will be given the opportunity to respond and provide input before the Draft Plan is finalized. The agenda for each meeting will be discussed by the City, AIM, and Ascent to ensure there is meaningful dialogue, opportunity for all to input, and a process to reach general consensus on moving forward.

AIM will record all feedback gathered at the workshops and develop a summary for each that will include a meeting synopsis, comprehensive recap of feedback, and photographs of meeting events and participants.

The City will be responsible for printing all general meeting materials including but not limited to: meeting handouts, directional signage, sign-in sheets, comment cards, feedback forms, and welcome signs. The City will also be responsible for all fees and maintenance certifications related to securing meeting venues.

Public Scoping Meeting

The City of Sacramento will notice and facilitate this meeting and secure the appropriate venue. Ascent staff will be in attendance and provide comments if needed and will take notes of the discussion.

TASK 2.8 DELIVERABLES

Database for mailings, Public Information and Noticing, Summary of Community Workshops, PowerPoint and large format boards

Task 3 Prepare Environmental Impact Report

The following reflects Ascent's preliminary understanding of the project and our experience with the City of Sacramento, as well as our project team's experience with the Northwest Land Park PUD EIR, which was prepared between 2010 and 2011 and addressed a portion of the Specific Plan area. In addition, another portion of the Specific Plan area was evaluated as part of the Central Business District within the Master EIR prepared by the City for its General Plan Update between 2014 and 2015. Ascent intends to maximize use of the previous environmental analysis, where feasible, to reduce the need for new analysis, reduce schedule, and realize cost efficiencies, while maintaining future CEQA streamlining opportunities for projects consistent with the Specific Plan. One of the City's primary goals for the WBSP is to remove barriers to planned residential infill development by maximizing approval-process streamlining and by increasing predictability for development projects. The tasks outlined below would be conducted in partnership with City of Sacramento's staff to provide the most flexible and usable document. Because

the Marina Vista and Alder Grove properties are under the jurisdiction of SHRA, and the redevelopment of the properties are uncertain at this time, additional environmental review (including NEPA) will be required and this EIR will take a very general approach to evaluating impacts of reuse of these areas. All environmental review and documentation will comply with all applicable laws.

3.1 CEQA Compliance

Project Description and Notice of Preparation

Ascent will develop a draft project description that textually describes and graphically illustrates the Draft WBSP. The project description will describe the whole of the action and will include draft goals and policies, as well as all proposed infrastructure components developed from the infrastructure, circulation, and amenities studies that will be integrated into the Specific Plan. Ascent will also prepare a Notice of Preparation (NOP) for City staff review, revise the NOP based on City staff comments, and deliver 15 CD version copies of the NOP to the State Clearinghouse with a Notice of Completion (NOC). Ascent assumes that the City will be responsible for all other noticing, including newspaper publication.

Develop and Consider Alternatives

Ascent will coordinate with the City to develop a range of reasonable alternatives. Initial drafting of the alternatives will be initiated at the time the project objectives are defined; the alternatives will be refined as the initial environmental analysis reveals impacts that must be addressed.

Prepare Administrative Draft EIR

Ascent will prepare the Administrative Draft EIR to evaluate the potential environmental impacts associated with implementation of the WBSP, including effects on surrounding areas. Based on initial review of the project, Ascent anticipates that the EIR will address:

- ▶ air quality,
- ▶ biological resources,
- ▶ cultural resources,
- ▶ global climate change,
- ▶ hazards and hazardous materials,
- ▶ noise and vibration,
- ▶ parks and recreation,
- ▶ public services,
- ▶ transportation and circulation,
- ▶ visual resources, and
- ▶ utilities (including energy).

Each issue will be addressed with research, modeling, consultation with City of Sacramento staff, and other analysis in order to determine the impacts and mitigation associated with the Plan. Also, see Task 3.2.

The existing conditions discussions will summarize and incorporate information generated during the technical background studies described above under Task 1 for the Specific Plan, including the locations of designated and eligible historic structures. Additionally, Ascent will utilize the numerous environmental and other relevant documents that address resources in the Plan area, including the 2011 Northwest Land Park PUD EIR, the 2014 Background Report prepared by City staff for the Upper Land Park/Broadway area, cultural resources studies, and other analyses in combination with field analysis, as necessary. Ascent will work closely with our team members and the City throughout the WBSP development process to incorporate environmental protection policies into the Specific Plan with the goal of producing a self-

mitigating plan. It is important to note that, for the purposes of this scope of work, Ascent assumes that any improvements at Miller Regional Park would not affect the waterfront (e.g., impacts to fisheries).

The City of Sacramento 2035 General Plan Master EIR evaluates potential environmental impacts resulting from buildout, including the Central Business District, which is evaluated specifically in the Master EIR and covers the portion of the Specific Plan area located between I-5 and the river. Therefore, the Master EIR provides considerable and recent environmental impact analysis of a portion of the Specific Plan area (albeit at a more general level of detail than would be conducted for the Specific Plan EIR). To maximize use of existing information, the Specific Plan EIR will tier where possible from the General Plan Master EIR for several environmental issue areas.

Ascent will submit electronic versions of the Administrative Draft EIR to the City and revise the document based on one set of consolidated comments received from City staff and the Technical Advisory Committee (TAC) to be convened by the City. Ascent will then electronically submit a Screencheck Draft EIR to the City for review and comment.

Circulate the Draft EIR for Public and Agency Comment

Ascent will revise the Screencheck Draft EIR based on comments received from City staff and the TAC and will submit electronic version and one hard copy of the Public Draft EIR to the City. Ascent will also deliver 15 compact disc (CD) copies of the Public Draft EIR, along with the NOC to the State Clearinghouse. Ascent assumes that City staff will facilitate all other noticing and any newspaper publication. Ascent will coordinate with City staff regarding the appropriate public review period for the EIR. CEQA requires a minimum of 45 days.

Prepare Final EIR/ Responses to Comments

After receiving a consolidated set of public comments from City staff, Ascent will number each letter and bracket individual comments. Responses will be prepared for each individual comment; however, master responses will be prepared for comments that raise similar issues. Ascent assumes that responses to comments will require 100 hours of staff time. If a substantial volume of comments is received, Ascent will coordinate with the City regarding budget.

The responses to comments will be included as a chapter of the Administrative Final EIR, which will also include an introduction, summary of the project description, list of agencies and persons commenting, and corrections and revisions to the Public Draft EIR. The Administrative Final EIR will be submitted to the City for review and comment. After Ascent receives the City's consolidated comments on the Administrative Final EIR, Ascent will incorporate that City's revisions and address the City's comments and will electronically submit the Screencheck Final EIR. After revising the Screencheck FEIR according to City staff comments, Ascent will publish the Public Final EIR at the State Clearinghouse and provide four hardcopies of the Final EIR to the City. It is assumed that the City will handle posting of the NOD, following EIR certification.

TASK 3.1 DELIVERABLES	Draft and Final NOP – electronic submittal
	Draft and Final EIR (including internal review drafts) Electronic submittals plus One (1) hard copy of Public Draft, and four (4) hard copies of the Final EIR

3.2 Technical Studies to Support EIR

Air Quality Modeling

The 2035 General Plan MEIR included a city-wide analysis of air quality and greenhouse gas (GHG) emissions impacts, including the Central Business District priority investment area, which covers a portion of the Specific Plan Area. The air quality and GHG analyses will focus on consistency with the projections regarding population, employment, and vehicle miles traveled identified in the 2035 General Plan, as well

as consistency of the Specific Plan with the GHG policies and reduction plan incorporated into the 2035 General Plan. For the GHG impact discussion specifically, Ascent will also discuss use of the City's Climate Action Plan, as well as changes established by Senate Bill (SB) 32.

Transportation Impact Analysis

As part of the Ascent team, Fehr & Peers will prepare the technical analysis of traffic impacts associated with implementation of the Specific Plan as a section of the EIR. Fehr and Peers will use the existing conditions analysis prepared in Task 1.3 to develop the recommendations for the circulation system. Fehr & Peers will obtain significance criteria for roadway (including criteria for intersections, vehicle miles of travel [VMT], and freeway off-ramp queuing), bicycle, pedestrian, transit, and construction-related effects as developed for other City of Sacramento projects for use in this study; and identify the appropriate LOS standard for the study facilities.

Fehr & Peers will develop traffic forecasts for subsequent analysis scenarios using the Sacramento Area Council of Governments (SACOG) SACMET travel demand forecasting model. Fehr & Peers will use a modified version of the SACMET model that includes recently approved and reasonably foreseeable projects in Sacramento, including Grid 3.0 transportation projects. Fehr & Peers will enhance the base year and cumulative year versions of SACOG's SACMET travel demand model for the geographic area around the WBSP, building on model improvements completed as part of the Broadway Bridge Project Approval and Environmental Document, Fehr & Peers will apply the "difference method" procedure to output from the SACMET model to develop traffic forecasts for subsequent analysis scenarios. The "difference method" procedure uses the following calculation method, which accounts for inaccuracies in the base year model that could otherwise transfer to the future year forecasts.

Forecasted traffic volume = (Forecasted model volume – Base model volume) + Existing count volume.

Fehr & Peers will also analyze an "Existing Plus Project" scenario, which requires assignment of project traffic and reevaluation of the study facilities. Similar to existing conditions, Fehr & Peers will report average delay and LOS for all intersections. Fehr & Peers will analyze project impacts on the roadway, bicycle, pedestrian, and transit systems using the significance criteria. 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.

With respect to cumulative conditions, Fehr & Peers will evaluate No Project (assumes current SACOG Metropolitan Transportation Plan and Sustainable Communities Strategy [MTP/SCS] projections within the WBSP) and Plus Project (assumes the proposed WBSP) conditions.

Fehr & Peers will report average delay and LOS for all intersections. Fehr & Peers will analyze project impacts on the roadway, bicycle, pedestrian, and transit systems using the significance criteria. For cumulatively-considerable impacts, Fehr & Peers will propose mitigation measures. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and level of significance after mitigation. Fehr & Peers will provide a discussion of the project's consistency with relevant City of Sacramento policies regarding these travel modes (including documentation of the City's LOS policy exemptions in the core area). Fehr & Peers will also prepare daily, AM peak hour, and PM peak hour trip generation estimates for up to two different project alternatives. The trip generation estimates will be used to assess whether project alternatives may cause lesser or greater impacts than the proposed project. This comparison will be used for informational purposes only; and will not be part of any impact analysis.

With respect to VMT, Fehr & Peers will develop VMT estimates for the four scenarios identified above. Fehr & Peers will consult with City staff for guidance on VMT estimation techniques and any relevant comparisons. If desired, Fehr & Peers can calculate the VMT on a 'per capita' basis, per resident, per employee, or per service population.

Noise Analysis

Similar to air quality, noise increases associated with buildout of the 2035 General Plan were evaluated in the General Plan MEIR. Based on the analysis contained in the MEIR, traffic on I-5 was determined to exceed applicable City noise exposure standards. The Specific Plan EIR will include re-modeling and verification of modeling conducted as part of the 2035 General Plan MEIR of roadway noise along the corridors most affected by specific plan development, also considering the Broadway bridge and other cumulative development, and will make recommendations related to noise attenuating features and/or site design, if necessary. Ascent will incorporate the results of the analysis into an EIR section for insertion into the EIR.

Cultural Resources Study

Due to known cultural resources in the vicinity of the Specific Plan, including the National Register of Historic Places-listed New Helvetia Historic District, as well as general sensitivities associated with any development near rivers and streams, Ascent will evaluate both archaeological and historic resources that may be affected by plan implementation. Due to the length of time since the Northwest Land Park PUD's analysis of cultural resources, Ascent will conduct an updated California Historical Resources Information System (CHRIS) records search with a 0.25-mile radius of the Specific Plan area to identify any previously recorded cultural resources known to exist within or adjacent to the Specific Plan. In addition to the inventory records and reports, an examination will be made of historic maps, the NRHP, the California Inventory of Historical Resources, and the listing of California Historical Landmarks. Ascent will also contact the Native American Heritage Commission (NAHC) for a listing of tribal cultural resource sites in the area (if any) and tribal contacts. In addition to a review of known records of cultural resources in the vicinity of the plan area, Ascent will also conduct an archaeological pedestrian survey of the Specific Plan area. The EIR's evaluation of potential impacts to cultural resources will be based on this information and will reference the Specific Plan and 2035 General Plan policies, where appropriate. Ascent will incorporate the results of the analysis into an EIR section for insertion into the EIR.

TASK 3.2 DELIVERABLES

Air Quality, Transportation, Noise, and Cultural Resource Studies

3.3 Outreach Related to EIR

Scoping Meeting

Attendance and note taking of discussion at an EIR scoping meeting will be conducted by Ascent staff.

Native American Tribes

It is understood the City of Sacramento will perform this task for the project.

TASK 3.3 DELIVERABLES

Scoping Meeting

3.4 CEQA Streamlining Opportunities

- ▶ Early in the CEQA process (i.e., prior to release of the NOP), Ascent will meet with the City and the project team to discuss and develop a robust streamlining strategy that combines CEQA-level streamlining with development review checklists and uniformly-applicable development standards and requirements identified in the WBSP. Ascent envisions an appendix to the West Broadway Specific Plan EIR that provides City staff a CEQA streamlining "process map," which would act as both a decision tree supplemented with a conveniently organized information repository.

Task 4 Meetings, Management, and Coordination

4.1 City Coordination Meetings

In addition to the project kickoff meeting noted in Task 1.1, Ascent will facilitate bi-weekly project coordination meetings or conference calls with key City staff and key members of the consultant team regarding the status of project tasks, critical path issues, and overall project schedule. Ascent will provide brief summary notes with action items following meetings or calls.

4.2 Technical Advisory Committee Meetings

Ascent will participate in up to two (2) Technical Advisory Committee (TAC) Meetings that are organized and led by City Staff. On other similar projects, we would meet with the TAC members in the beginning of the process to ensure all issues are addressed during the study, prior to finalizing a land use or master plan, and prior to releasing a Draft document. Ascent will decide with City staff where to engage with the TAC on this assignment during the preparation of the Specific Plan and EIR.

4.3 Assistance with Planning and Design Commission and City Council Hearings

Ascent will be available to attend up to two (2) workshops with the Planning and Design Commission (PDC) and one hearing at key milestones in the planning process. We will also attend one (1) City Council hearing when the Final Plan and Final EIR are presented for adoption. EPS will attend the hearings at the PDC and City Council. No other subconsultants will attend PDC workshops, hearings or City Council hearings in the base proposal; however, attendance of Fehr & Peers staff at PDC and City Council meetings is included under optional tasks. The projected milestones for engagement with the PDC and City Council are shown on the proposed project schedule in Section 03 of this proposal. Ascent will prepare a PowerPoint presentation in collaboration with City staff for the presentations.

4.4 Ongoing Project Management and Coordination

Ascent's project manager and task leaders will manage the consultant team and coordinate all aspects of the project to ensure that the schedule is achieved, and for quality control and assurance purposes. Ascent will prepare monthly invoices and progress reports, in accordance with the City's contract administration requirements.

Task 5: Optional Tasks

The CONSULTANT may proceed with the following optional tasks after receiving a written authorization from the City, signed by the City Manager or designee. Compensation will be in accordance with Exhibit B.

5.1 Optional Urban Design Graphics and Renderings

As noted above in Task 2.2, Ascent will address the particular development standards and design guidelines necessary to implement the Specific Plan. The optional task will include graphic 3D depictions of the Plan, either hand-drawn or as computer simulations. The RFP notes specific areas for potential 3D graphic representations, including Miller Regional Park/Marina, 5th Street, Broadway, Marina Vista, and Alder Grove.

5.2 Optional Circulation Items

Fehr and Peers have provided a robust analysis in the base proposal for the City to ensure the street intersections and segments perform adequately within the Study Area considering the impacts of the Broadway Bridge, Downtown Specific Plan, and this assignment. The following optional tasks will be prepared by Fehr and Peers if requested and funded. These include:

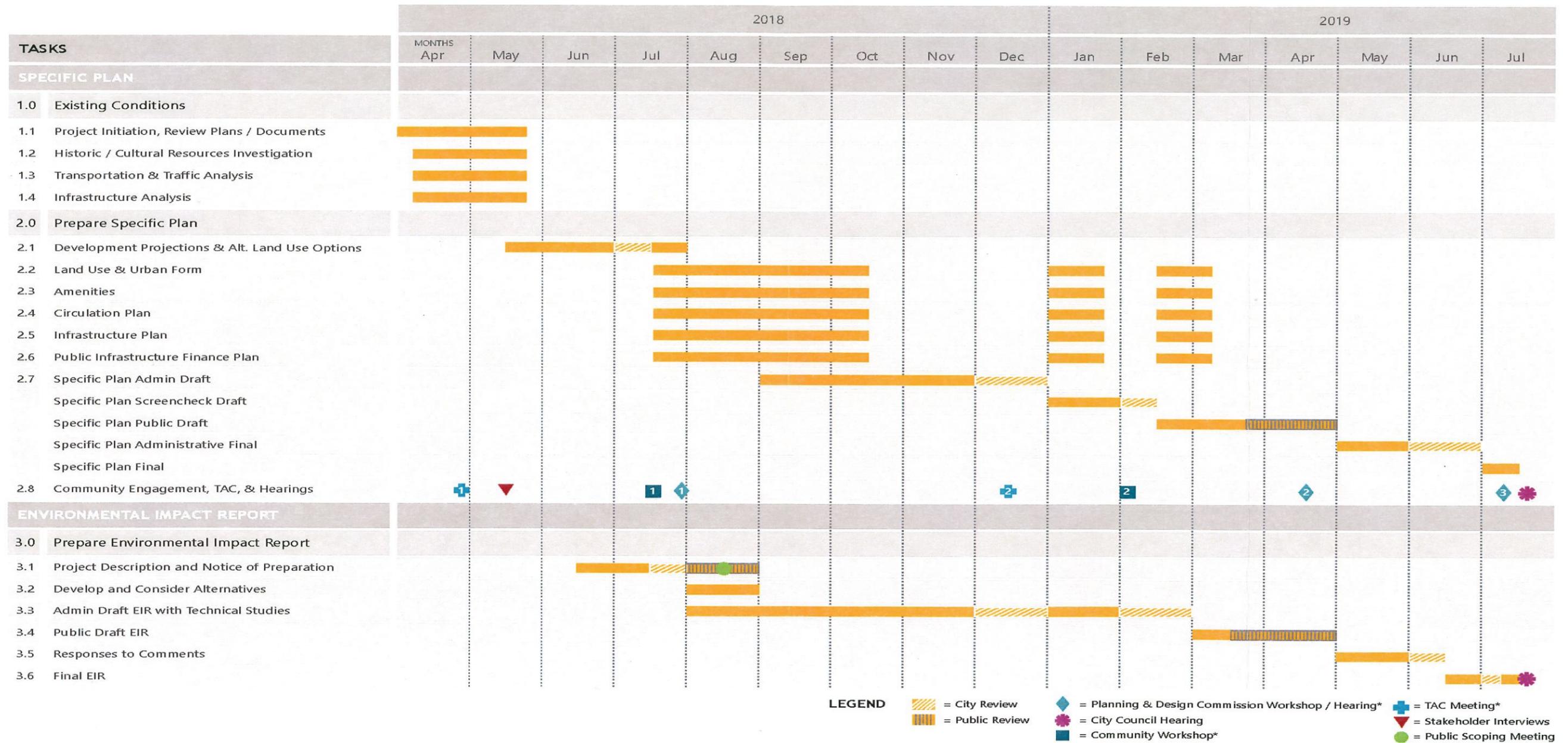
- ▶ Use the Sacramento Vision Zero collision database to identify collision hotspots within the study area; and, proposed countermeasures consistent with the Vision Zero Countermeasure Matrix, as part of Task 2.4.
- ▶ Conduct one additional iterative travel demand model run to determine necessary circulation improvements, as part of Task 2.4.

5.3 Planning & Design Commission and City Council Workshops/Hearings (Subconsultant Attendance)

An allocation has been made for the traffic subconsultant, or if deemed appropriate a different subconsultant, to potentially attend hearings if requested.

TIME OF PERFORMANCE PROJECT SCHEDULE

The following chart depicts the proposed project schedule for key action items.



LEGEND

- █ (hatched) = City Review
- █ (vertical lines) = Public Review
- ◆ (blue) = Planning & Design Commission Workshop / Hearing*
- + (blue) = TAC Meeting*
- * "1" = First Meeting / "2" = Second Meeting / "3" = Third Meeting
- * (purple) = City Council Hearing
- ▼ (red) = Stakeholder Interviews
- (green) = Public Scoping Meeting



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 \$558,064.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
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

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

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 1ST 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.

PRICE PROPOSAL - Ascent Team

Revised 03/07/18

Task 1: EXISTING CONDITIONS ANALYSIS	
1.1	Project Initiation; Review Existing Studies, Plans, other docs.
1.2	Historic & Cultural Resources Preliminary Investigation
1.3	Transportation and Traffic Analysis (Fehr and Peers)
1.4	Infrastructure Analysis (NV5)
Subtotal, Task 1	

Ascent	Fehr & Peers	NV5	EPS	AIM	NIC	Total Costs
\$ 10,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,360
\$ 1,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,490
\$ -	\$ 16,850	\$ -	\$ -	\$ -	\$ -	\$ 16,850
\$ -	\$ -	\$ 13,154	\$ -	\$ -	\$ -	\$ 13,154
\$ 11,850	\$ 16,850	\$ 13,154	\$ -	\$ -	\$ -	\$ 41,854

Task 2: PREPARE SPECIFIC PLAN	
2.1	Development Projections and Alternative Land Use Options
2.2	Land Use and Urban Form (incl. Design Guidelines)
2.3	Amenities Plan
2.4	Circulation Plan (Fehr and Peers)
2.5	Infrastructure Plan (NV5)
2.6	Public Infrastructure Finance Plan (EPS)
2.7	Prepare Specific Plan documents
2.8	Community Engagement
Subtotal, Task 2	

\$ 8,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,940
\$ 24,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,620
\$ 4,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,520
\$ 800	\$ 37,160	\$ -	\$ -	\$ -	\$ -	\$ 37,960
\$ 800	\$ -	\$ 31,738	\$ -	\$ -	\$ -	\$ 32,538
\$ 800	\$ -	\$ -	\$ 50,775	\$ -	\$ -	\$ 51,575
\$ 55,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,900
\$ 17,820	\$ -	\$ -	\$ -	\$ 23,867	\$ -	\$ 41,687
\$ 114,200	\$ 37,160	\$ 31,738	\$ 50,775	\$ 23,867	\$ -	\$ 257,740

Task 3: PREPARE ENVIRONMENTAL IMPACT REPORT	
3.1	CEQA Compliance
a. Project Description and Notice of Preparation (NOP)	
b. Develop and Consider Alternatives	
c. Prepare Administrative Draft EIR	
Exec. Summ., Intro., Project Description	
Air Quality	
Biological Resources	
Cultural Resources	
Global Climate Change	
Hazards and Hazardous Materials	
Noise and Vibration	
Public Services	
Recreation	
Transportation & Traffic (Fehr and Peers)	
Utilities (including Energy)	
Visual Resources	
Cumulative Impacts	
Alternatives	
Other CEQA Requirements	
d. Prepare Public Draft EIR and Circulate for Public Review	
e. Prepare Responses to Comments and Admin Final EIR	
f. Prepare Final EIR	
3.2	Technical Studies to Support EIR
a. Air Quality/GHG Analysis	
b. Transportation Impact Analysis	
c. Noise Analysis	
d. Cultural Resources Analysis	
3.3	Outreach Related to EIR
a. Scoping Meeting	
Subtotal, Task 3	

\$ 6,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,700
\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,980
\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300
\$ 5,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,210
\$ 1,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,120
\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300
\$ 5,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,380
\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300
\$ 5,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,380
\$ 3,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,460
\$ 820	\$ 60,370	\$ -	\$ -	\$ -	\$ -	\$ 61,190
\$ 6,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,580
\$ 4,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,420
\$ 5,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,340
\$ 5,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,340
\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
\$ 27,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,920
\$ 15,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,280
\$ 11,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,120
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,360
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 6,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,160
\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ 6,570	\$ 10,890
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,020
\$ 136,810	\$ 60,370	\$ -	\$ -	\$ -	\$ 6,570	\$ 203,750

Task 4: MEETINGS, MANAGEMENT, AND COORDINATION	
4.1	City Coordination Meetings/Conference Calls
4.2	TAC Meetings (2)
4.3	Planning & Design Commission Workshops (2) and Hearing (1); City Council Hearing (1)
4.4	Ongoing Project Management and Coordination
Subtotal, Task 4	

\$ 15,440	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ 16,340
\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600
\$ 9,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,680
\$ 12,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,160
\$ 38,880	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ 39,780

LABOR SUBTOTAL	\$ 301,740	\$ 114,380	\$ 44,892.00	\$ 51,675	\$ 23,867	\$ 6,570	\$ 543,124
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REIMBURSABLE EXPENSES	Ascent	Fehr & Peers	NV5	EPS	AIM	NIC	Total
Printing	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700
Reproduction	\$ 519	\$ -	\$ -	\$ -	\$ -	\$ 210	\$ 729
Mileage / Parking / Travel	\$ 100	\$ 200	\$ -	\$ -	\$ 100	\$ -	\$ 400
Postage	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50
Workshop Supplies	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300
Other (please specify)	\$ 75	\$ 2,000	\$ -	\$ 535	\$ -	\$ 495	\$ 3,105
Administrative Cost (4% on Sub labor)	\$ 9,655	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,655

TOTAL PRICE	\$ 312,839	\$ 116,580	\$ 44,892	\$ 52,210	\$ 24,267	\$ 7,275	\$ 558,064
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OPTIONAL TASKS

The following tasks are presented as optional services and are contingent upon authorization of the client.

Task 5: OPTIONAL TASKS	
5.1	Urban Design Graphics and Renderings
5.2	Optional Circulation Items
5.3	Planning & Design Commission and City Council Workshops/Hearings
LABOR SUBTOTAL (Optional Tasks)	

\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,280
\$ -	\$ 14,540	\$ -	\$ -	\$ -	\$ -	\$ 14,540
\$ -	\$ 5,675	\$ -	\$ -	\$ -	\$ -	\$ 5,675
\$ 3,280	\$ 20,215	\$ -	\$ -	\$ -	\$ -	\$ 23,495

OPTIONAL REIMBURSABLE EXPENSES	
Printing	\$ -
Mileage / Parking / Travel	\$ -
Workshop supplies	\$ -
Other	\$ 15,000
Admin Cost (4% on Sub labor)	\$ 809
TOTAL PRICE FOR OPTIONAL LABOR + REIMBURSABLES	

\$ 15,809	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,809
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
\$ 809	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 809
\$ 19,089	\$ 20,215	\$ -	\$ -	\$ -	\$ -	\$ 39,304

TOTAL PRICE W/Optional Tasks	\$ 331,928	\$ 136,795	\$ 44,892	\$ 52,210	\$ 24,267	\$ 7,275	\$ 597,367
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ASCENT - Price Proposal
NORTHWEST LAND PARK SPECIFIC PLAN

Revised 03/07/18

hourly rates:

	Jakobs	Folks	Mundhenk	De Kok	Lee	Cunningham	Boyd	Env. Planner	Hom	GIS / Graphics Specialist	Document Production / WP Specialist
	Principal	Project Manager	EIR Task Manager	SP Task Manager	Senior Urban Designer	Cultural Resources / Planner	Planner / Outreach Specialist		Air Quality / GHG / Noise Specialist		
	\$240	\$240	\$170	\$160	\$155	\$135	\$135	\$120	\$120	#####	#####
Task 1: EXISTING CONDITIONS ANALYSIS											
1.1 Project Initiation; Review Existing Studies, Plans, Other Docs.		10		4	32		8			8	4
1.2 Historic & Cultural Resources Preliminary Investigation		1	1			8					
1.3 Transportation and Traffic Analysis (Fehr and Peers)											
1.4 Infrastructure Analysis (NV5)											
Subtotal, Task 1	0	11	1	4	32	8	8	0	0	8	4

Task 2: PREPARE SPECIFIC PLAN	Price	Hours
2.1 Development Projections and Alternative Land Use Options	\$ 8,940	53
2.2 Land Use and Urban Form (incl. Design Guidelines)	\$ 24,620	152
2.3 Amenities Plan	\$ 4,520	30
2.4 Circulation Plan (Fehr and Peers)	\$ 800	4
2.5 Infrastructure Plan (NV5)	\$ 800	4
2.6 Public Infrastructure Finance Plan (EPS)	\$ 800	4
2.7 Prepare Specific Plan documents	\$ 55,900	385
2.8 Community Engagement (Stakeholder Mtgs/Community Workshops)	\$ 17,820	108
Subtotal, Task 2	\$ 114,200	740

2.1	1	8		8	32		4				
2.2	0	20		8	100		16			8	
2.3	0	2		4	8		16				
2.4		2		2							
2.5		2		2							
2.6		2		2							
2.7	2	30		40	90		150			32	41
2.8		28		16	20		24			20	
Subtotal, Task 2	3	94	0	82	250	0	210	0	0	60	41

Task 3: PREPARE ENVIRONMENTAL IMPACT REPORT	Price	Hours
3.1 CEQA Compliance		
a. Project Description and Notice of Preparation (NOP)	\$ 6,700	44
b. Develop and Consider Alternatives	\$ 1,500	8
c. Prepare Administrative Draft EIR		
Exec. Summ., Intro., Project Description	\$ 1,980	10
Air Quality	\$ 1,300	8
Biological Resources	\$ 5,210	42
Cultural Resources	\$ 1,120	7
Global Climate Change	\$ 1,300	8
Hazards and Hazardous Materials	\$ 5,380	43
Noise and Vibration	\$ 1,300	8
Public Services	\$ 5,380	43
Recreation	\$ 3,460	27
Transportation & Traffic (Fehr and Peers)	\$ 820	4
Utilities (including Energy)	\$ 6,580	52
Visual Resources	\$ 4,420	35
Cumulative Impacts	\$ 5,340	40
Alternatives	\$ 5,340	40
Other CEQA Requirements	\$ 2,500	19
d. Prepare Public Draft EIR and Circulate for Public Review	\$ 27,920	184
e. Prepare Responses to Comments and Admin Final EIR	\$ 15,280	100
f. Prepare Final EIR	\$ 11,120	72
3.2 Technical Studies to Support EIR		
a. Air Quality/GHG Analysis	\$ 11,360	88
b. Transportation Impact Analysis	\$ -	0
c. Noise Analysis	\$ 6,160	48
d. Cultural Resources Analysis	\$ 4,320	32
3.3 Outreach Related to EIR		
a. Scoping Meeting	\$ 1,020	6
Subtotal, Task 3	\$ 136,810	968

3.1	4		20					16		2	2
a.	2		6								
b.	4		6								
c.	2		2						4		
Exec. Summ., Intro., Project Description	1		1					40			
Air Quality	2		2						4		
Biological Resources	1		2			4					
Cultural Resources	2		2						4		
Global Climate Change	1		2					40			
Hazards and Hazardous Materials	2		2						4		
Noise and Vibration	1		2					40			
Public Services	1		2					24			
Recreation	2		2								
Transportation & Traffic (Fehr and Peers)	2		2								
Utilities (including Energy)	2		2					48			
Visual Resources	1		2					32			
Cumulative Impacts	2		6					32			
Alternatives	2		6					32			
Other CEQA Requirements	1		2					16			
d. Prepare Public Draft EIR and Circulate for Public Review	32		40					80	32		
e. Prepare Responses to Comments and Admin Final EIR	16		28			8		40			8
f. Prepare Final EIR	12		24					28			8
3.2				16					72		
a.				8					40		
b.						32					
c.				6							
d.											
3.3				6							
a.											
Subtotal, Task 3	91	0	189	0	0	44	0	468	156	2	18

Task 4: MEETINGS, MANAGEMENT, AND COORDINATION	Price	Hours
4.1 City Coordination Meetings/Conference Calls	\$ 15,440	86
4.2 TAC Meetings (2)	\$ 1,600	8
4.3 Planning & Design Commission Workshops (2) and Hearing (1); City Council Hearing (1)	\$ 9,680	56
4.4 Ongoing Project Management and Coordination	\$ 12,160	70
Subtotal, Task 4	\$ 38,880	220

4.1	2	24	20	24	0		8			8	
4.2		4		4							
4.3		20		4	16					16	
4.4	0	22	16	16							16
Subtotal, Task 4	2	70	36	48	16	0	8	0	0	24	16

LABOR SUBTOTAL	\$ 301,740	2004
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96	175	226	134	298	52	226	468	156	94	79
\$ 23,040	\$ 42,000	\$ 38,420	\$ 21,440	\$ 46,190	\$ 7,020	\$ 30,510	\$ 56,160	\$ 18,720	\$ 10,340	\$ 7,900

REIMBURSABLE EXPENSES	Price	Hours
Printing	\$ 700	
Reproduction	\$ 519	
Mileage / Parking / Travel	\$ 100	
Postage	\$ 50	
Field Equipment	\$ -	
Other (15 copies of DEIR on Compact Disc)	\$ 75	
Administrative Cost (4% on Sub labor)	\$ 9,655	

TOTAL PRICE	\$ 312,839
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OPTIONAL TASKS

The following tasks are presented as optional services and are contingent upon authorization of the client.

Task 5: OPTIONAL TASKS	Price	Hours
5.1 Urban Design Graphics and Renderings	\$ 3,280	20
5.2 Optional Circulation Items	\$ -	0
5.3 Planning & Design Commission and City Council Workshops/Hearings	\$ -	0
Subtotal, Task 5	\$ 3,280	20

5.1	2		2	16							
5.2											
5.3											
Subtotal, Task 5	0	2	0	2	16	0	0	0	0	0	0

LABOR SUBTOTAL (Optional Tasks)	\$ 3,280	20
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\$ -	\$ 480	\$ -	\$ 320	\$ 2,480	\$ -					
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OPTIONAL REIMBURSABLE EXPENSES	Price	Hours
Printing	\$ -	
Mileage / Parking / Travel	\$ -	
Workshop supplies	\$ -	
Renderings	\$ 15,000	
Admin Cost (4% on Sub labor)	\$ 809	
TOTAL PRICE for OPTIONAL TASKS	\$ 19,089	

COST ASSUMPTIONS

Price Allocation to Tasks - The proposed price has been allocated by tasks to determine the total budget. Ascent may reallocate budget among tasks, as needed, as long as the total budget is not exceeded.

Staff Allocation - Ascent may reassign tasks to different staff or labor categories, as long as the total budget is not exceeded.

Billing rates - The enclosed billing rates apply to all agreements executed during the calendar year. After the current calendar year, contract amendments will be subject to the updated billing rates in effect at the time of amendment execution, unless contract provisions exclude billing rate updates.

Time and Materials - The price proposal is based on time and materials to perform the proposed scope of work. Monthly invoices will be submitted based on hours billed and direct costs incurred during each billing period.

Reimbursable Expenses - A general and administrative management cost of 5% will be applied to all direct costs, including subcontractors.

ASCENT TOTAL PRICE W/OPTIONAL TASKS	\$ 331,928
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Project No: 17010108.00

Additional assumptions that explain the basis of the price to implement the proposed scope of work are attached.

Fehr and Peers - Price Proposal
NORTHWEST LAND PARK SPECIFIC PLAN

November 17, 2017, Revised 02/02/18, Revised 03/05/18

hourly rate:

Principal	Sr. Associate	Sr. Engineer/ Planner	Technician	Sr. Administrative Assistant
\$285	\$200	\$140	\$120	\$125
2	14	72	20	8
2	14	72	20	8

Task 1: EXISTING CONDITIONS ANALYSIS	Price	Hours
1.1 Project Initiation; Review Existing Studies, Plans, other docs.	\$ -	0
1.2 Historic & Cultural Resources Preliminary Investigation	\$ -	0
1.3 Transportation and Traffic Analysis (Fehr and Peers)	\$ 16,850	116
1.4 Infrastructure Analysis (NV5)	\$ -	0
Subtotal, Task 1	\$ 16,850	116

Task 2: PREPARE SPECIFIC PLAN	Price	Hours
2.1 Development Projections and Alternative Land Use Options	\$ -	0
2.2 Land Use and Urban Form (incl. Design Guidelines)	\$ -	0
2.3 Amenities Plan	\$ -	0
2.4 Circulation Plan (Fehr and Peers)	\$ 37,160	246
2.5 Infrastructure Plan (NV5)	\$ -	0
2.6 Public Infrastructure Finance Plan (EPS)	\$ -	0
2.7 Prepare Specific Plan documents	\$ -	0
2.8 Community Engagement	\$ -	0
Subtotal, Task 2	\$ 37,160	246

6	44	154	32	10
6	44	154	32	10

Task 3: PREPARE ENVIRONMENTAL IMPACT REPORT	Price	Hours
3.1 CEQA Compliance		
a. Project Description and Notice of Preparation (NOP)	\$ -	0
b. Develop and Consider Alternatives	\$ -	0
c. Prepare Administrative Draft EIR	\$ -	0
Executive Summary, Introduction, Project Description	\$ -	0
Air Quality	\$ -	0
Biological Resources	\$ -	0
Cultural Resources	\$ -	0
Global Climate Change	\$ -	0
Hazards and Hazardous Materials	\$ -	0
Noise and Vibration	\$ -	0
Public Services	\$ -	0
Recreation	\$ -	0
Transportation and Traffic (Fehr and Peers)	\$ 60,370	392
Utilities (including Energy)	\$ -	0
Visual Resources	\$ -	0
Cumulative Impacts	\$ -	0
Alternatives	\$ -	0
Other CEQA Requirements	\$ -	0
d. Prepare Public Draft EIR and Circulate for Public Review	\$ -	0
e. Prepare Responses to Comments and Admin Final EIR	\$ -	0
f. Prepare Final EIR	\$ -	0
3.2 Technical Studies to Support EIR	\$ -	0
a. Air Quality/GHG Analysis	\$ -	0
b. Transportation Impact Analysis	\$ -	0
c. Noise Analysis	\$ -	0
d. Cultural Resources Analysis	\$ -	0
3.3 Outreach Related to EIR	\$ -	0
a. Scoping Meeting	\$ -	0
Subtotal, Task 3	\$ 60,370	392

4	104	210	44	30
4	104	210	44	30

Task 4: MEETINGS, MANAGEMENT, AND COORDINATION	Price	Hours
4.1 City Coordination Meetings/Conference Calls	\$ -	0
4.2 TAC Meetings (2)	\$ -	0
4.3 Planning & Design Commission Workshops (2) and Hearing (1); City Council Hearing (1)	\$ -	0
4.4 Ongoing Project Management and Coordination	\$ -	0
Subtotal, Task 4	\$ -	0

0	0	0	0	0

LABOR SUBTOTAL	\$ 114,380	754
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12	162	436	96	48
\$ 3,420	\$ 32,400	\$ 61,040	\$ 11,520	\$ 6,000

REIMBURSABLE EXPENSES	Price	Hours
Printing	\$ -	
Reproduction	\$ -	
Mileage / Parking / Travel	\$ 200	
Postage	\$ -	
Field Equipment	\$ -	
Traffic Counts	\$ 2,000	

TOTAL PRICE	\$ 116,580
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OPTIONAL TASKS

The following tasks are presented as optional services and are contingent upon authorization of the client.

Task 5: OPTIONAL TASKS	Price	Hours
5.1 Urban Design Graphics and Renderings	\$ -	0
5.2 Optional Circulation Items	\$ 14,540	102
5.3 Planning & Design Commission and City Council Workshops/Hearings	\$ 5,675	32
Subtotal, Task 5	\$ 20,215	134

2	12	48	30	10
3	15	6	4	4
5	27	54	34	14

LABOR SUBTOTAL (Optional Tasks)	\$ 20,215	134
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\$ 1,425	\$ 5,400	\$ 7,560	\$ 4,080	\$ 1,750
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F&P TOTAL W/Optional Tasks	\$ 136,795
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NV5 - Price Proposal
NORTHWEST LAND PARK SPECIFIC PLAN

November 17, 2017

hourly rate:

Radke Project Manager \$220	TBD Senior Engineer \$197	TBD CADD Technician \$153	TBD Project Assistant \$135
16	32	20	2
16	32	20	2

Task 1: EXISTING CONDITIONS ANALYSIS		Price	Hours
1.1	Project Initiation; Review Existing Studies, Plans, other docs.	\$ -	0
1.2	Historic & Cultural Resources Preliminary Investigation	\$ -	0
1.3	Transportation and Traffic Analysis (Fehr and Peers)	\$ -	0
1.4	Infrastructure Analysis (NV5)	\$ 13,154	70
Subtotal, Task 1		\$ 13,154	70

Task 2: PREPARE SPECIFIC PLAN		Price	Hours
2.1	Development Projections and Alternative Land Use Options	\$ -	0
2.2	Land Use and Urban Form (incl. Design Guidelines)	\$ -	0
2.3	Amenities Plan	\$ -	0
2.4	Circulation Plan (Fehr and Peers)	\$ -	0
2.5	Infrastructure Plan (NV5)	\$ 31,738	166
2.6	Public Infrastructure Finance Plan (EPS)	\$ -	0
2.7	Prepare Specific Plan documents	\$ -	0
2.8	Community Engagement	\$ -	0
Subtotal, Task 2		\$ 31,738	166

40	84	40	2
40	84	40	2

Task 3: PREPARE ENVIRONMENTAL IMPACT REPORT		Price	Hours
3.1	CEQA Compliance		
	a. Project Description and Notice of Preparation (NOP)	\$ -	0
	b. Develop and Consider Alternatives	\$ -	0
	c. Prepare Administrative Draft EIR	\$ -	0
	Executive Summary, Introduction, Project Description	\$ -	0
	Air Quality	\$ -	0
	Biological Resources	\$ -	0
	Cultural Resources	\$ -	0
	Global Climate Change	\$ -	0
	Hazards and Hazardous Materials	\$ -	0
	Noise and Vibration	\$ -	0
	Public Services	\$ -	0
	Recreation	\$ -	0
	Transportation and Traffic (Fehr and Peers)	\$ -	0
	Utilities (including Energy)	\$ -	0
	Visual Resources	\$ -	0
	Cumulative Impacts	\$ -	0
	Alternatives	\$ -	0
	Other CEQA Requirements	\$ -	0
	d. Prepare Public Draft EIR and Circulate for Public Review	\$ -	0
	e. Prepare Responses to Comments and Admin Final EIR	\$ -	0
	f. Prepare Final EIR	\$ -	0
3.2	Technical Studies to Support EIR	\$ -	0
	a. Air Quality/GHG Analysis	\$ -	0
	b. Transportation Impact Analysis	\$ -	0
	c. Noise Analysis	\$ -	0
	d. Cultural Resources Analysis	\$ -	0
3.3	Outreach Related to EIR	\$ -	0
	a. Scoping Meeting	\$ -	0
Subtotal, Task 3		\$ -	0

0	0	0	0
0	0	0	0

Task 4: MEETINGS, MANAGEMENT, AND COORDINATION		Price	Hours
4.1	City Coordination Meetings/Conference Calls	\$ -	0
4.2	TAC Meetings (2)	\$ -	0
4.3	Planning & Design Commission Workshops (2) and Hearing (1); City Council Hearing (1)	\$ -	0
4.4	Ongoing Project Management and Coordination	\$ -	0
Subtotal, Task 4		\$ -	0

0	0	0	0
0	0	0	0

LABOR SUBTOTAL	\$ 44,892	236
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56	116	60	4
\$ 12,320	\$ 22,852	\$ 9,180	\$ 540

REIMBURSABLE EXPENSES		Price
Printing	\$ -	
Reproduction	\$ -	
Mileage / Parking / Travel	\$ -	
Postage	\$ -	
Field Equipment	\$ -	
Other (please specify)	\$ -	

TOTAL PRICE	\$ 44,892
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OPTIONAL TASKS

The following tasks are presented as optional services and are contingent upon authorization of the client.

Task 5: OPTIONAL TASKS		Price	Hours
5.1	Urban Design Graphics and Renderings	\$ -	0
5.2	Optional Circulation Items	\$ -	0
5.3	Planning & Design Commission and City Council Workshops/Hearings	\$ -	0
Subtotal, Task 5		\$ -	0

0	0	0	0
0	0	0	0

LABOR SUBTOTAL (Optional Tasks)	\$ -	0
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0	0	0	0
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NV5 TOTAL PRICE W/OPTIONAL TAKS	\$ 44,892
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Project No: 17010108.00

EPS - Price Proposal
NORTHWEST LAND PARK SPECIFIC PLAN

November 17, 2017, Revised 1/30/18

hourly rate:

Gomes Principal \$255	Zehnder Managing Principal \$285	Lapin Executive Vice President \$225	Martin Executive Vice President \$225	Associate \$155	Production Staff \$80
0	0	0	0	0	0

Task 1: EXISTING CONDITIONS ANALYSIS	Price	Hours
1.1 Project Initiation; Review Existing Studies, Plans, other docs.	\$ -	0
1.2 Historic & Cultural Resources Preliminary Investigation	\$ -	0
1.3 Transportation and Traffic Analysis (Fehr and Peers)	\$ -	0
1.4 Infrastructure Analysis (NV5)	\$ -	0
Subtotal, Task 1	\$ -	0

Task 2: PREPARE SPECIFIC PLAN	Price	Hours
2.1 Development Projections and Alternative Land Use Options	\$ -	0
2.2 Land Use and Urban Form (incl. Design Guidelines)	\$ -	0
2.3 Amenities Plan	\$ -	0
2.4 Circulation Plan (Fehr and Peers)	\$ -	0
2.5 Infrastructure Plan (NV5)	\$ -	0
2.6 Public Infrastructure Finance Plan (EPS)	\$ 50,775	259
2.7 Prepare Specific Plan documents	\$ -	0
2.8 Community Engagement	\$ -	0
Subtotal, Task 2	\$ 50,775	259

41	8	62	25	115	8
41	8	62	25	115	8

Task 3: PREPARE ENVIRONMENTAL IMPACT REPORT	Price	Hours
3.1 CEQA Compliance		
a. Project Description and Notice of Preparation (NOP)	\$ -	0
b. Develop and Consider Alternatives	\$ -	0
c. Prepare Administrative Draft EIR	\$ -	0
Executive Summary, Introduction, Project Description	\$ -	0
Air Quality	\$ -	0
Biological Resources	\$ -	0
Cultural Resources	\$ -	0
Global Climate Change	\$ -	0
Hazards and Hazardous Materials	\$ -	0
Noise and Vibration	\$ -	0
Public Services	\$ -	0
Recreation	\$ -	0
Transportation and Traffic (Fehr and Peers)	\$ -	0
Utilities (including Energy)	\$ -	0
Visual Resources	\$ -	0
Cumulative Impacts	\$ -	0
Alternatives	\$ -	0
Other CEQA Requirements	\$ -	0
d. Prepare Public Draft EIR and Circulate for Public Review	\$ -	0
e. Prepare Responses to Comments and Admin Final EIR	\$ -	0
f. Prepare Final EIR	\$ -	0
3.2 Technical Studies to Support EIR	\$ -	0
a. Air Quality/GHG Analysis	\$ -	0
b. Transportation Impact Analysis	\$ -	0
c. Noise Analysis	\$ -	0
d. Cultural Resources Analysis	\$ -	0
3.3 Outreach Related to EIR	\$ -	0
a. Scoping Meeting	\$ -	0
Subtotal, Task 3	\$ -	0

0	0	0	0	0	0
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Task 4: MEETINGS, MANAGEMENT, AND COORDINATION	Price	Hours
4.1 City Coordination Meetings/Conference Calls/Hearings (2)	\$ 900	4
4.2 TAC Meetings (2)	\$ -	0
4.3 Planning & Design Commission Workshops (2) and Hearing (1); City Council Hearing (1)	\$ -	0
4.4 Ongoing Project Management and Coordination	\$ -	0
Subtotal, Task 4	\$ 900	4

4	0	0	0	0	0
0	0	4	0	0	0

LABOR SUBTOTAL	\$ 51,675	263
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41	8	66	25	115	8
\$ 10,455	\$ 2,280	\$ 14,850	\$ 5,625	\$ 17,825	\$ 640

REIMBURSABLE EXPENSES	Price	Hours
Printing	\$ -	
Reproduction	\$ -	
Mileage / Parking / Travel	\$ -	
Postage	\$ -	
Field Equipment	\$ -	
Other	\$ 535	

TOTAL PRICE	\$ 52,210
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OPTIONAL TASKS

The following tasks are presented as optional services and are contingent upon authorization of the client.

Task 5: OPTIONAL TASKS	Price	Hours
5.1 Urban Design Graphics and Renderings	\$ -	0
5.2 Optional Circulation Items	\$ -	0
5.3 Planning & Design Commission and City Council Workshops/Hearings	\$ -	0
Subtotal, Task 5	\$ -	0

0	0	0	0	0	0
0	0	0	0	0	0

LABOR SUBTOTAL (Optional Tasks)	\$ -	0
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\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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EPS TOTAL PRICE W/OPTIONAL TASKS	\$ 52,210
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AIM Consulting - Price Proposal
NORTHWEST LAND PARK SPECIFIC PLAN

November 17, 2017, Revised 1/30/18

hourly rate:

Task 1: EXISTING CONDITIONS ANALYSIS		Price	Hours
1.1	Project Initiation; Review Existing Studies, Plans, other docs.	\$ -	0
1.2	Historic & Cultural Resources Preliminary Investigation	\$ -	0
1.3	Transportation and Traffic Analysis (Fehr and Peers)	\$ -	0
1.4	Infrastructure Analysis (NV5)	\$ -	0
Subtotal, Task 1		\$ -	0

Outreach Manager	Senior Project Coordinator	Graphics Designer	Electronic Communications Designer	Project Coordinator	Project Administrator
\$185	\$100	\$133	\$139	\$76	\$58
0	0	0	0	0	0

Task 2: PREPARE SPECIFIC PLAN		Price	Hours
2.1	Development Projections and Alternative Land Use Options	\$ -	0
2.2	Land Use and Urban Form (incl. Design Guidelines)	\$ -	0
2.3	Amenities Plan	\$ -	0
2.4	Circulation Plan (Fehr and Peers)	\$ -	0
2.5	Infrastructure Plan (NV5)	\$ -	0
2.6	Public Infrastructure Finance Plan (EPS)	\$ -	0
2.7	Prepare Specific Plan documents	\$ -	0
2.8	Community Engagement	\$ 23,867	232
Subtotal, Task 2		\$ 23,867	232

40	83	8	0	67	34
40	83	8	0	67	34

Task 3: PREPARE ENVIRONMENTAL IMPACT REPORT		Price	Hours
3.1	CEQA Compliance	\$ -	0
a.	Project Description and Notice of Preparation (NOP)	\$ -	0
b.	Develop and Consider Alternatives	\$ -	0
c.	Prepare Administrative Draft EIR	\$ -	0
	Executive Summary, Introduction, Project Description	\$ -	0
	Air Quality	\$ -	0
	Biological Resources	\$ -	0
	Cultural Resources	\$ -	0
	Global Climate Change	\$ -	0
	Hazards and Hazardous Materials	\$ -	0
	Noise and Vibration	\$ -	0
	Public Services	\$ -	0
	Recreation	\$ -	0
	Transportation and Traffic (Fehr and Peers)	\$ -	0
	Utilities (including Energy)	\$ -	0
	Visual Resources	\$ -	0
	Cumulative Impacts	\$ -	0
	Alternatives	\$ -	0
	Other CEQA Requirements	\$ -	0
d.	Prepare Public Draft EIR and Circulate for Public Review	\$ -	0
e.	Prepare Responses to Comments and Admin Final EIR	\$ -	0
f.	Prepare Final EIR	\$ -	0
3.2	Technical Studies to Support EIR	\$ -	0
a.	Air Quality/GHG Analysis	\$ -	0
b.	Transportation Impact Analysis	\$ -	0
c.	Noise Analysis	\$ -	0
d.	Cultural Resources Analysis	\$ -	0
3.3	Outreach Related to EIR	\$ -	0
a.	Scoping Meeting	\$ -	0
Subtotal, Task 3		\$ -	0

0	0	0	0	0	0
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Task 4: MEETINGS, MANAGEMENT, AND COORDINATION		Price	Hours
4.1	City Coordination Meetings/Conference Calls	\$ -	0
4.2	TAC Meetings (2)	\$ -	0
4.3	Planning & Design Commission Workshops (2) and Hearing (1); City Council Hearing (1)	\$ -	0
4.4	Ongoing Project Management and Coordination	\$ -	0
Subtotal, Task 4		\$ -	0

0	0	0	0	0	0
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LABOR SUBTOTAL	\$ 23,867	232
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40	83	8	0	67	34
\$ 7,404	\$ 8,336	\$ 1,064	\$ -	\$ 5,077	\$ 1,986

REIMBURSABLE EXPENSES		Price	Hours
		\$ 400	
Printing		\$ -	
Reproduction		\$ -	
Mileage / Parking / Travel		\$ 100	
Postage		\$ -	
Workshop supplies		\$ 300	
Newspaper advertisements		\$ -	

TOTAL PRICE	\$ 24,267
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OPTIONAL TASKS

The following tasks are presented as optional services and are contingent upon authorization of the client.

Task 5: OPTIONAL TASKS		Price	Hours
5.1	Urban Design Graphics and Renderings	\$ -	0
5.2	Optional Circulation Items	\$ -	0
5.3	Planning & Design Commission and City Council Workshops/Hearings Support	\$ -	0
Subtotal, Task 5		\$ -	0

0	0	0	0	0	0
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LABOR SUBTOTAL (Optional Tasks)	\$ -	0
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\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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OPTIONAL REIMBURSABLE EXPENSES	\$ -
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- Printing
- Mileage / Parking / Travel
- Workshop supplies
- Virtual workshop expenses

TOTAL PRICE for OPTIONAL TASKS	\$ -
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AIM TOTAL PRICE W/OPTIONAL TASKS	\$ 24,267
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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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090	FAX (A/C, No): 510-452-2193
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Co of Ameri		25674
INSURER B : Travelers Indemnity Co. of Connecticut		25682
INSURER C : Lloyd's Syndicate 2623		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED ASCENENVI
 Ascent Environmental, Inc.
 455 Capitol Mall, Suite 300
 Sacramento CA 95814-4405

COVERAGES

CERTIFICATE NUMBER: 186417294

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6806H400124	3/15/2018	3/15/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA3710P295	3/15/2018	3/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP3384T427	3/15/2018	3/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7K512607	3/15/2018	3/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			W123BD180701	3/15/2018	3/15/2019	2,000,000 per Claim 3,000,000 Annl. Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Policy excludes claims arising out of the performance of professional services. Ref: West Broadway (17010108.01). The City of Sacramento, its officials, employees and volunteers are named as an additional insured as respects general and hired/non-owned auto liability for claims arising from the operations of the named insured as required per written contract or agreement. Coverage afforded the additional insured is primary and non-contributory as respects to general and auto liability coverage. The Schedule of Underlying Insurance to Umbrella is General Liability, Auto Liability and Employers Liability. Umbrella is follow form. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Day Notice of Cancellation /10 Day for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION 30 Day NOC/10 Day for NonPay of Prem**

City of Sacramento
 c/o EXIGIS LLC
 PO Box 4668 - ECM 35050
 New York NY 10168-4668

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Ascent Environmental, Inc.</p> <p>Endorsement Effective Date: 3/15/2018</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): The City of Sacramento, its officials, employees and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB7K512607

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN
EXECUTED THE CONTRACT BEFORE**

Job Description

**THAT ARE PARTIE TO A CONTRACT
THIS AGREEMENT, PROVIDED YOU
THE LOSS.**

DATE OF ISSUE: 3/23/2018

ST ASSIGN: CA

017106