



5.1

DEPARTMENT OF  
PLANNING AND DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

1231 I STREET  
SACRAMENTO, CA

ADMINISTRATION  
ROOM 300  
95814-2987  
916-449-5571

April 30, 1991

**APPROVED**  
BY THE CITY COUNCIL

APR 30 1991

OFFICE OF THE  
CITY CLERK

ECONOMIC DEVELOPMENT  
ROOM 300  
95814-2987  
916-449-1223

City Council  
Sacramento, California

NUISANCE ABATEMENT  
ROOM 301  
95814-3982  
916-449-5948

Honorable Members in Session:

Subject: Sacramento Community Convention Center Expansion  
Supplemental Environmental Impact Report - Amendment to  
Contract with Nichols-Berman Consultants

SUMMARY

The attached resolution authorizes the execution of an amended contract between the City and Nichols-Berman Consultants for the preparation of a Supplemental Environmental Impact Report (SEIR) for the Sacramento Community Convention Center Expansion Project. Various amendments are necessary to adequately cover changes in the scope of work which have evolved as the schematic design and related parking studies have been completed. This item was considered by the Budget and Finance Committee on the same day due to the timing of the SEIR.

BACKGROUND

As you may recall, on October 4, 1988, the City Council certified as complete the program level Environmental Impact Report (EIR) for the Sacramento Community Convention Center Project and passed a resolution of intent to select the East expansion alternative. Subsequently, on October 25, 1988, the City Council adopted Findings of Fact and Statement of Overriding Concerns for the EIR and the recommended East Alternative. Because the original EIR was a "program" level EIR, the City Environmental Coordinator determined that a supplemental EIR should be prepared for the east alternative to focus on issues such urban design which were not

26

fully developed at the time of the program EIR. As a result of this determination, a Notice of Preparation of a Supplemental Environmental Impact Report (SEIR) was released on July 26, 1989, responses were received and Request for Proposals to qualified Consultants for the preparation of the SEIR were released.

Nichols-Berman was selected to prepare the SEIR and a contract for services was authorized by City Council on January 23, 1990 (Resolution No. 90-068). Since that time, the City has undertaken an extensive effort to develop a schematic design for the proposed expansion, prepared a Transportation Management Plan for the Project and undertaken various parking studies related to the facilities. In order to have the best possible and defined project description for the SEIR, the City Environmental Services Division did not authorize the commencement of the SEIR until schematic design plans for the Center expansion and parking and transportation were available.

On February 26, 1991, the City Council received, and accepted for purposes of the SEIR, schematic design and parking alternatives. Based on this, the City Environmental Services Division has met with Nichols-Berman to refine the contract scope of work to reflect the issues related to schematic design and parking. The attached amended contract includes these recommended changes.

Highlights of the amended contract include:

1. Project Description: The project description has been refined to reflect the schematic drawings and actual square footage proposed. The Transportation Management Plan has also been included as part of the project description to be analyzed by the SEIR.
2. Alternatives: The alternatives to the project were originally to include the convention center expansion with various parking scenarios, some of which were not clearly defined at the time the original contract was executed. Based on the City-sanctioned Parking Design and Feasibility Study, prepared by International Parking Design, the alternatives have been defined to include the following: (1). the expansion project with a Parking Management Plan and Transportation Management Plan (TMP) designed to manage the availability of existing parking facilities, (2). the proposed Center expansion coupled with development of a parking structure at Lot C (located at H Street and 13th Street) and (3). the proposed Center expansion coupled with expansion of Lot E (located at 13th and J Streets). The original contract contemplated use of satellite parking facilities and parking underground the proposed Convention Center Expansion. The amended contract deletes these two options. Satellite parking has been explored and to the extent feasible developed as part of the Transportation Management Plan. Underground parking was

determined to not be a feasible alternative (See attachment 1, Memo regarding Underground Parking).

3. Land Use Zoning and Adopted Plans: The scope of this analysis has been expanded to include an analysis of the relationship of the proposed project to current policy directives such as the Urban Design Plan, the Cultural Arts and Entertainment Plan and the Capital View Height Policy. Additionally, the consultant is asked to analyze linkages between K-Mall and Memorial Auditorium and the new Center.
4. Visual Quality: The amended contract calls for the consultant to prepare photomontages and visual quality analyses for four (4) different views to fully analyze how the new center will fit into the existing urban streetscape.
5. Transportation: The contract is amended to add an analysis of traffic impacts at specific intersections near and around the Center and near and around the various parking alternatives. The consultant will also be asked to fully evaluate the proposed parking alternatives and to evaluate impacts of the loading docks and truck marshalling plans.
6. Air Quality: The contract has been amended to request air quality impacts at up to 10 of the intersections with the highest traffic counts.
7. Fiscal Impacts: This section has been deleted because it is not required by CEQA and because the City now has current project cost estimates as a result of the schematic design effort (at the time of scoping the original contract, this information was not available). Also, the updated market study for the convention center is now available.

#### POLICY CONSIDERATIONS

It is existing City policy to use outside consultants to prepare EIRs. Nichols-Berman Consultants was selected after a competitive request for proposals process was undertaken. The additional work and cost associated with the amended contract has been reviewed by staff and determined to be reasonable.

#### MBE/WBE CONSIDERATIONS

Nichols-Berman is a certified MBE/WBE vendor.

#### FINANCIAL INFORMATION

Overall, the net change in contract amount is an additional

\$25,220. The original contract amount was \$93,680; the amended amount is \$118,900. Adequate funds are available in the Convention Center expansion budget to cover these costs.

RECOMMENDATION

Staff and the Budget and Finance Committee recommend that the City Council adopt the attached resolution authorizing the attached amendment to the Convention Center SEIR contract with Nichols-Berman Consultants.

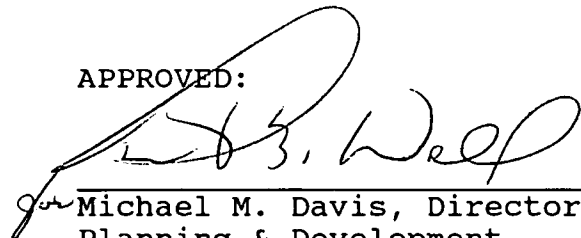
Respectfully submitted,

  
Carol Branan  
Environmental Services Manager

RECOMMENDATION APPROVED:

  
WALTER J. SLIPE  
City Manager

APPROVED:

  
Michael M. Davis, Director  
Planning & Development

Contact Person:  
Carol Branan  
449-2037

April 30, 1991  
District All

**RESOLUTION NO. 91-306**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AMENDMENT #1 TO  
PROFESSIONAL SERVICES AGREEMENT NO. 89162 WITH  
NICHOLS-BERMAN CONSULTANTS TO  
PREPARE THE SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR  
THE SACRAMENTO COMMUNITY CONVENTION CENTER EXPANSION PROJECT**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager is hereby authorized and directed to execute on behalf of the City of Sacramento, an amendment to Professional Services Agreement No. 89162 with Nichols-Berman Consultants to prepare the Supplemental EIR for the Sacramento Community Convention Center Expansion Project. Said contract shall not exceed \$118,900.

MAYOR \_\_\_\_\_

ATTEST

\_\_\_\_\_  
CITY CLERK

**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

AMENDMENT NO. 1

AGREEMENT 89-162

NICHOLS-BERMAN  
601 First Street, Ste. 200  
Benicia, CA 94510

(COMMUNITY/CONVENTION CENTER EXPANSION SEIR)

This Amendment to City Agreement 89-162 is made at Sacramento, California on April 5, 1991, by and between the City of Sacramento ("City"), a Municipal Corporation and NICHOLS-BERMAN ("Consultant"). The parties agree to amend the above referenced agreement as stated in Exhibit A and B to this Amendment.

CITY OF SACRAMENTO  
A MUNICIPAL CORPORATION

NICHOLS-BERMAN

by \_\_\_\_\_  
CITY MANAGER

by \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

EXHIBIT A

Amends page 1 and Exhibit A of the original Agreement as expressed on the attached pages. All other sections of Exhibit A remain unchanged.

Department: Planning and Development

Division: Environmental Services

PN/PJ: M89-040-Community/Convention Center Expansion SEIR

Coordinator: ~~Susan Jeffery~~ Trish Davey, Project Manager

**CITY OF SACRAMENTO**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Sacramento, California, as of February 15, 1990, by and between the CITY OF SACRAMENTO, municipal corporation ("City") and

Nichols - Berman  
(Consultant)

<u>601 First Street,</u>	<u>Benecia</u>	<u>CA</u>	<u>94510</u>
(Address)	(City)	(State)	(Zip)

("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services outside the scope of Exhibit "A" unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional service and amount of compensation therefor.
2. Payment. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.



EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICE TO BE PROVIDED

BY Nichols - Berman

1. Representatives:

The City Representative for this Agreement is:

<u>Michael M. Davis</u>	<u>Director</u>	<u>(916) 449-5571</u>
(Name)	(Title)	(Telephone)

All consultant questions pertaining to this agreement will be referred to the above named person, or the representative's designed.

The Consultant Representative for this Agreement is:

<u>Robert Berman</u>	<u>Principal</u>	<u>(707) 745-5845</u>
(Name)	(Title)	(Telephone)

All City questions pertaining to this Agreement will be referred to the above name person. All correspondence to the City will be address to:

~~Michael M. Davis, Director~~  
~~Planning and Development Department~~  
City of Sacramento  
**Environmental Services**  
1231 "I" Street, Room 302  
Sacramento, CA 95814  
**ATTN: Carol Branan**

2. Services to be provided are specified below:

Title: Supplemental Environmental Impact Report for the  
Community/Convention Center Expansion

## GENERAL

### Scope of Work Overview

Subject to the terms and conditions set forth herein, CONSULTANT shall accomplish all work necessary to prepare a complete, comprehensive and legally adequate Supplemental Environmental Impact Report (SEIR) as required by the California Environmental Quality Act (CEQA), the State Guidelines for implementation of CEQA and the local regulations of the City of Sacramento for the implementation of CEQA. The work shall include, but not be limited to research, evaluation, consultation with concerned persons and organizations, and an ADSEIR, a DSEIR, an AFSEIR, an FSEIR and responses to any comments on the FSEIR.

### Definition of Terms

As used in this Agreement:

- A. The term "project" shall refer to the East Alternative site as studied in the Draft Environmental Impact Report, Sacramento Community Convention Center Expansion, which was a Program EIR. The project includes a Parking Management Plan and a Transportation Management Program.

~~The site location is east of the existing convention center, bounded by 14th Street, 15th Street, J Street and K Street. The project site may contain off-site parking to be located at one or more of the alternative sites listed in F below. The architectural program for the expansions has not yet been completed, however, the project will consist of enlarging the existing exhibit hall by approximately 100,000 square feet, with approximately 30,000 square feet of support facilities. The exhibit hall expansion will most likely include meeting rooms and a ballroom as well as the exhibit hall. A minimum of two additional loading docks and on- and off-site parking will also be constructed. Replacement housing will also be considered as part of the project.~~

Convention Center: The City of Sacramento proposes to expand the existing downtown convention center to accommodate expanded activities and to respond to new market demand for convention and conference services. Briefly, the project involves the expansion of the existing downtown Convention Center from a facility of approximately 65,217 leasable square feet to an expanded center of 189,749 square feet. The total leasable square footage to be added is 124,532 square feet of which 89,780 square feet are committed to expanded Exhibit Hall, 9,000 square feet of expanded meeting rooms and 25,752 square feet of new ballroom space. Additionally, 27,978 square feet is dedicated to new lobby area. The project is

described by the four volume design narrative submitted to the City by Vitiello and Associates dated January 24, 1991.

The project site is located in downtown Sacramento in an approximately three block area bounded by J Street on the north; the backlot lines of properties facing 15th Street on the east; K Street on the south; and, 13th Street on the north. The existing convention center facilities occupy a two block area bounded by 13th Street; 14th Street; J Street and K Street. The proposed expansion would occupy a site immediately adjacent and to the east of the existing site, and bounded by J Street (north); backlot lines of properties fronting on 15th Street (east); K Street (south) and the west side of 14th Street (west). The proposed expansion site includes the abandonment of 14th Street between J and K Streets in order to physically connect the existing Convention Center facility with the proposed expansion project.

The existing facility occupies a site approximately 3.48 +/- acres in size; the proposed expansion would add an additional 2.35 +/- acres to the site.

The proposed expansion to the Convention Center would add a total of 218,073 square feet to the existing Convention Center. Of this, 89,780 square feet constitute the expansion to the existing Exhibit Hall bringing the total exhibit space to 138,200 square feet. An additional 10,692 square feet is devoted to support areas for the Exhibit Hall. Meeting room area is expanded by 9,000 square feet from an existing 17,000 square feet to a total of 26,000 square feet. A new addition to the facility is a grand ballroom proposed to be 25,752 square feet in size with an additional support area of 4,646 square feet. The expanded lobbies, concourses and prefunction areas are proposed at a total of 44,455 square feet. Expanded and/or relocated support facilities such as food service, loading dock areas and offices are proposed at an additional 19,360 square feet. Finally, an estimated 14,388 square feet are proposed for mechanical and electrical systems. (See also page A-1, Excerpt from Sacramento Community Convention Center Draft Schematic Design Report, Volume 2 December 18, 1990, Vitiello and Associates.)

The expanded Convention Center will be housed in a barrel vault style structure of approximately 83 feet in height at the highest (or center point), 42 to 57 feet in height along the J Street, street-level frontage, and 42 feet in height along the K Street or south elevation. The expanded facility will be physically connected to the existing Exhibit Hall and Activities Building. The existing Exhibit Hall is two levels in height or 38 feet in height. (See SD-A2).

The expanded facility will accommodate four levels of operations:

- (1). Basement level operations which include mechanical and support service areas such as locker rooms, offices and storage. (see Schematic Design Drawing SD-A1);
- (2). Ground level operations which include the expanded Exhibit Hall, restrooms, food service, lobby areas along J Street (north lobby) and along 13th Street (west lobby); loading docks and restrooms (See SD-A2). The ground level provides the primary access points for the Exhibit Hall and meeting facility. Two entrances are planned: 14th and J Streets, and 13th and K Streets. New or expanded lobby and queuing space has been provided along J Street (North Lobby) and 13th Street (West Lobby). A drop off pocket is provided on J Street immediately adjacent to the North Lobby along the existing Exhibit Hall. A potential concession area and outdoor seating and eating area is possible along the northeast corner of the building between the proposed Convention Center and St. Paul's Church.

Loading docks are located beneath a mezzanine-level terrace, along K Street at the south end of the facility. The docks are designed to accommodate 12 65' high trucks.

- (3). Mezzanine level is occupied nearly entirely by the open air ceiling to the Exhibit Hall located on the ground level with the exception of a VIP lounge, south lobby and terrace located over the loading docks on the south elevation of the building (see SD-A3);
- (4). Upper level includes the grand ballroom of 25,750 sf. divisible into ten meeting rooms, additional meeting rooms with private balconies, upper lobby, outdoor, landscaped terraces and restrooms (See SD-A4). The upper lobby serves as the registration lobby and is accessed by elevator, stair or escalator

Parking Management Plan A Parking Management Plan is a part of the project. This plan will manage existing public parking resources in a way which accommodates most convention center parking demand generated by different event scenarios. The proposed parking plan would involve an expanded use of public parking facilities depending upon the demand for individual event scenarios. This will include parking supply at various City-owned parking lots pre-event coordination with the Licensees and City Public Works staff, a system of parking

vouchers to ensure that the number of spaces reserved for use by Convention Center patrons are available in parking facilities that are to be jointly used for public short-term parking and for long-term patron parking. Supplemental parking procedures will be initiated when parking capacity is reached in Lot E, including the use of three garages (Civic Center garage, Lot H and City Hall garage). Advance information to attenders will be provided prior to their arrival.

A Truck Marshalling plan to coordinate heavy truck traffic for events at the Center will be a component of the Parking Management Plan. Truck marshalling is to ensure efficient use of truck loading facilities, provide regulations to govern truck access, and minimize conflicts between Convention Center truck traffic and other downtown traffic.

Transportation Management Program The Transportation Management Program (TMP) is also proposed as part of the project to reduce the use of single-occupancy vehicles among convention attenders and convention Center employees by facilitating the use of alternative transportation modes. This includes such options as the use of Regional Transit Metro and bus service, the establishment of park-and-ride lots at off-site RT parking facilities, and the provision of a downtown shuttle bus linking major hotel facilities.

The responsibilities of convention center staff will include administration of the TSM plan, provision of a transportation information center identifying alternative modes of travel, describing the carpool/vanpool incentive program, support the development of a downtown shuttle either by private enterprise or by RT, and provide pre-event coordination with Licensees.

- ~~B. The "underground parking garage" alternative shall refer to provision of parking beneath the proposed expansion.~~
- C. The "Lot C" alternative shall refer to the expansion of the Convention Center facility as proposed in conjunction with the construction of a new parking garage on Lot C (located at 14th and H Streets). ~~City Parking Division has schematic drawings for this option.)~~ This alternative consists of a new parking garage on a 160' by 320' lot between 14th, 15th, H and I Streets in the layout described by International Design parking report alternative called 5-c.
- D. The "Lot E" alternative shall refer to expansion of the Convention Center facility as proposed in conjunction with the expansion of an existing "Lot E" parking structure located at 920 13th Street ~~(City Parking Division has schematic drawings for this option)~~ in the layout described by the International

**Parking Design report called Alternative 1-b.**

- ~~E. The "satellite" alternative shall refer to construction of new parking lots outside the CDB.~~
- ~~F. The "interim" alternative shall refer to acquisition of properties for interim surface parking.~~
- G. The term "General Plan" shall refer to the adopted 1986-2006 General Plan for the City of Sacramento.
- H. The following terms shall be referred to by the acronyms listed below:
- I. The new housing alternative shall refer to construction of new housing to replace lost housing stock.
- J. The rehabilitation alternative shall refer to rehabilitation of existing housing to replace lost housing stock.
- K. The conversion alternative shall refer to conversion of one type of housing to multi-family housing to replace lost housing stock.

GP:	1986-2006 General Plan
EIR:	Environmental Impact Report
PEIR	Program EIR
SEIR:	Supplemental EIR
CEQA:	California Environmental Quality Act
ADSEIR:	Administrative Draft Supplemental EIR
DSEIR:	Draft Supplemental EIR
AFSEIR:	Administrative Final Supplemental EIR
FSEIR:	Final Supplemental EIR
CPD:	City Planning Division
ESD:	Environmental Services Division

Methodologies

The scope of service contained in this Exhibit identifies the methodologies to be used by the CONSULTANT to complete the tasks. Said methodologies may be modified or new methodologies substituted for those identified herein as may be proposed by the CONSULTANT and/or CITY and agreed to by both parties.

The CONSULTANT shall submit for the CITY to review and revise as necessary each chapter and/or completed task as each becomes completed in draft form by the CONSULTANT. The CITY may, at it's discretion, choose to review status reports in lieu of completed tasks as appropriate to this scope of work.

1. Land Use, Zoning, and Adopted Plans

- A. Evaluate the overall effects of the proposed project on the character of the study area.
- B. Describe design elements for the Community/Convention Center Expansion which affect surrounding use and character and assess their impacts;
  - 1. Incorporation of ground floor retail into the J Street frontage of the Convention Center;
  - 2. Location of loading docks, potentially noisy HVAC units and other impacts in relation to St. Paul's Church and other nearby uses. This discussion shall include assessing the use of landscaped setbacks and noise barriers, as necessary, to buffer the church and other nearby uses.
  - 3. **Assess design, use and visual linkages with the Memorial Auditorium and K-Street mall.**
- C. Provide information for the City's use and incorporate the analysis of alternative construction methods impacts on surrounding uses specifically St. Paul's Church. This discussion must include a structural assessment for St. Paul's Church, **to be provided by the CITY**, to determine appropriate mitigation measures for excavation and/or pile driving activities near the church, assessment of appropriate setbacks to minimize damage to the church, and setbacks to provide sufficient light and air easements for the church.
- D. **Prepare a list of and assess the impacts throughout the document of project conformance, project impacts on the Urban Design Plan, the Capital Heights Plan, the Arts and Entertainment Plan and the General Plan.**

2. Visual Quality

Consultant shall:

Discuss design elements for the expansion with regard to compatibility with adjacent buildings, including St. Paul's Church. This discussion shall focus on height, bulk, massing, building materials, textures and colors. The Urban Design Plan guidelines for the design of the Expansion shall be applied and the discussion shall include the following:

- A. Opportunities to enhance the J Street frontage streetscape with paving treatment, lighting, signage, open space plazas, fenestration, building rhythm and offsets, insets and reveals for new buildings.
- B. Landscaping to provide compatibility with landscape features of the existing Convention Center.
- C. Evaluation of the incorporation of recessed pedestrian ways, or equivalent pedestrian protection elements.
- ~~D. Inclusion of a discussion of the demolitions of all structures shall include asbestos identification and suggestions for removal plans, as provided by the City.~~

The discussion shall include and reference the following photomontage views:

- 1. Looking down K Street Mall toward the center of the existing Center.
- 2. Looking down J Street south towards the church.
- 3. Looking diagonally from the intersection of 13th and J Streets at a pedestrian level towards the Convention Center also showing the Public Market building and 13th Street view corridor.
- 4. A view of the loading docks from 14th Street.

3. Housing

- A. Provide an environmental analysis of a replacement housing project. Identify properties within an area bounded by 21st Street, P Street, 9th Street and E Street that would be suitable for housing to replace the Merrium Apartments. One of the sites to be included in the analysis will be the southwest corner of 17th and K Streets.
- B. Discuss the potential for the properties identified to be developed with a minimum of 41 dwelling units. This discussion shall include:
  - 1. Construction of new housing;
  - 2. Rehabilitation of existing housing;
  - 3. Conversion of one type of housing to multi-family housing.

4. Traffic, Circulation and Parking



Consultant shall:

- A. Describe a range of reasonable alternatives that will achieve a 90% parking utilization. This shall include a discussion of:
1. Changes in the available and projected parking supply since completion of the Convention Center Draft EIR in May, 1988 **and an independent review of the Convention Center Parking Demand Study prepared by Barton Aschman.** At a minimum, this evaluation shall include the Hyatt Regency Hotel parking garage, an update of the on-street parking inventory and an update on the construction schedule for the ~~East-End Civic Center~~ **Civic Center** Garage (environmental review for the ~~East-End Civic Center~~ **Civic Center** Garage has been completed, **construction has commenced** and the design/construction information for this ~~1036~~ **1,033** space garage shall be included in this SEIR).
  2. Changes in the available and projected demand for parking in the SEIR study since completion of the DEIR in May, 1988. At a minimum, this evaluation shall include an updated parking utilization survey used as a base for existing demand assumptions in the May, 1988 DEIR.
  3. Potential effects on traffic, circulation and parking which could result from the rehabilitation and reuse of the Memorial Auditorium.
  4. Alternative transportation modes for Convention Center attendees, such as Light Rail, shuttles from satellite parking areas, promotion of car/van pools, etc.
  5. A Transportation System Management (TSM) plan for existing employees and visitors.
  6. Analyze future parking impacts within a three block radius of the perimeter of the expanded center.
- B. Evaluate future transportation needs of the study area which have been identified since the certification of the Convention Center EIR on October 4, 1988. This shall include a discussion of the following at a minimum:
1. Recent applications or projects requiring land use changes in the Central City.

2. Transit, car pooling, and motor vehicles demand related to applications for those land use changes.
3. Analysis of any recently identified transportation infrastructure needs shall include at least transit capacity enhancements, roadway capacity enhancements, roadway capacity improvements and parking supply increases.
4. New traffic counts, circulation patterns and impacts on levels of service at ~~ten (10) related intersections in conjunction with the analysis of parking options.~~ the following intersections for afternoon, evening and weekend event scenarios:
  - 13th, 14th, 15th and 16th and I Streets
  - 12th, 13th, 14th, 15th, 16th Streets and J Street
  - 14th, 15th, and 16th and K Streets
  - 12th, 14th, 15th and 16th Streets and L Street
  - 12th, 14th, 15th and H Streets

Evaluate existing traffic counts for existing, mid-range and long range impacts, from both the project and cumulative development.

5. Relative impacts of the project on the state highway system including freeway interchange operations. A constrained analysis should be prepared to determine the secondary effects of a level of service F condition.
  6. Bus passenger loading, unloading and parking areas.
  7. Analysis of alternative through bike routes to replace the existing bike lanes that will be displaced by the proposed project along 14th Street between J and K Streets, and K Street between 14th and 15th Streets. The 13th Street connection with Capitol Park may be considered as a possible alternative route.
- C. Identify alternatives and evaluate these alternatives for the provision of additional parking for Lot C and Lot E ~~five locations.~~ This evaluation shall include a quantitative discussion of the maximum amount of new parking that could be provided by each alternative. These alternatives shall include; but not limited to:
- ~~1. Provision of underground parking beneath the proposed expansion.~~
  2. Construction of a new parking garage on Lot C

(Alternative 5c of the IPD Study ) The City Parking Division has schematic drawings for this option.

3. Expansion of the existing ~~parking garage at Lot E (Alternative 1b of the IPD Study) The City Parking Division has schematic drawings for this option).~~
  4. ~~Construction of new satellite parking lots outside the CBD.~~
  5. ~~Acquisition of properties for interim surface parking.~~
- D. ~~Evaluate bikeway connections to replace the removal of bike lanes on 14th Street, when 14th Street is closed for the Community /Convention Center Expansion.~~
- E. Evaluate loading dock operations, including truck marshalling plans, and analyze peak loading activity capability. This analysis shall include a discussion of options for dock location.

5. Air Quality

Consultant shall:

Prepare an air quality analysis that will include the following:

- A. An evaluation of the air quality at the entrance/exit of ~~existing Lot E.~~ all alternatives (parking alternatives 1b and 5c).
- B. Determine the potential for carbon monoxide "hot spots" at controlled intersections within a five block radius of the existing convention center.
- C. ~~Evaluate the potential for air quality impacts at the alternative and interim parking sites identified in the Program EIR.~~
- C. An evaluation of air quality impacts at key intersections up to a maximum of 10 intersections, identified in the Traffic, Circulation and Parking section of the ADSEIR.
- D. Discussion of short term emissions generated by construction and employee vehicles, and exhaust from heavy duty construction vehicles.
- E. Proposed mitigation measures to control fugitive dust resulting from grading or material handling.

~~6. Fiscal Analysis~~

~~A. Prepare a supplemental fiscal analysis which includes identifying costs for the following:~~

~~1. land acquisition for parking.~~

~~2. parking lot construction.~~

~~3. other infrastructure improvements and relocations.~~

~~4. estimates for the market value for acquisition of the replacement housing sites and an approximate costs for providing the housing.~~

**TASK 3. PREPARE DRAFT SEIR**

CONSULTANT shall provide the CITY with twenty-five (25) copies of ADSEIR. The CITY, within 10 working days of receipt of the ADSEIR, shall forward any comments to the CONSULTANT. The CONSULTANT, within 10 working days of the receipt of said comments, shall consider and incorporate said comments in the DSEIR and provide the CITY with a camera-ready copy to proof of the DSEIR and 200 copies of the DSEIR for distribution by the CITY within an additional 10 working days.

**TASK 4. PRESENTATIONS**

CONSULTANT (consisting of the project manager of Nichols - Berman, and any staff and subcontractors as necessary) shall attend and make a presentation of the SEIR, answer questions, and perform such other functions as directed by the CITY with relation to the SEIR at all specified public hearings, the City Planning Commission, the City Council and such other bodies as directed by the CITY. The CITY shall be responsible for conducting public hearings. CONSULTANT shall not be required to attend more than two (2) City Planning Commission hearings, and two (2) City Council hearings pursuant to this Contract, or any combination thereof not to exceed four (4) meetings. The Environmental Services Manager shall specify the exact nature and time of the presentation required by the CONSULTANT prior to each meeting or hearing which CONSULTANT shall attend. CITY may require CONSULTANT to attend additional meetings or hearings, provided that CONSULTANT shall be compensated by the CITY in accordance with the schedule of billing rates set forth in Exhibit B.

**TASK 5. PREPARE ADMINISTRATIVE FSEIR**

Following receipt of comments on the DSEIR from the CITY, CONSULTANT shall prepare written responses to all written public comments and to summaries of verbal comments prepared by the

CONSULTANT on the DSEIR. The responses to comments will be the ~~Administrative FSEIR~~ included in a separate document, the AFSEIR Addendum.. The format of the AFSEIR Addendum shall follow the City guidelines to be mutually agreed upon by the CITY and CONSULTANT to produce a readable and understandable document. The DSEIR, together with this Addendum, shall be the FSEIR.

Within ten (10) working days of receipt of comments on the DSEIR from the CITY, the CONSULTANT shall prepare and make available to the CITY ~~twenty-five (25)~~ fifteen (15) copies of an AFSEIR Addendum.

#### **TASK 6. PREPARE FSEIR**

The CITY, within ~~ten (10)~~ fifteen (15) working days of the receipt of the AFSEIR Addendum, will forward any comments to the CONSULTANT. CONSULTANT shall consider and incorporate all CITY comments and provide the CITY with a reproducible copy and 100 copies of the FSEIR Addendum within ~~five (5)~~ ten (10) days of receipt of comments.

The FSEIR Addendum shall not need to address, in depth, any new significant alternatives or issues beyond those covered in the DSEIR, nor shall it be required to include evaluation or gathering of new technical information not included in the DSEIR. If new alternatives, issues, or analyses require evaluation, or if the gathering of new technical information is to be included in the FSEIR, CITY and CONSULTANT shall negotiate an appropriate revision to the Agreement based upon the billing rates set forth in Exhibit B.

#### **TASK 7. FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS**

CONSULTANT shall assist the CITY in preparation of a draft resolution for the FSEIR containing Findings of Fact and, if necessary, a Statement of Overriding Considerations.

When the FSEIR has been certified as complete, CONSULTANT shall provide the CITY with any background information developed during the course of study which may be of future use to keep and/or have available for interested persons.

#### **TASK 8. PREPARE MITIGATION MONITORING PROGRAM**

Subsequent to the Certification of the FSEIR, the CONSULTANT shall prepare a Mitigation Monitoring Program consisting of the approved mitigation measures and methods to implement mitigations.

#### **TASK 9. ADDITIONAL TASKS**

TABLE I

ADSEIR Due	12 weeks from delivery of project description to consultant
DSEIR Released for 45 day Public Review	6 weeks later
AFSEIR Due	4 weeks after receipt of comments
FSEIR Distributed for 7 Day	2 weeks after receipt of comments
FSEIR Public Review Period Closes	1 week
Final SEIR Certification	<del>Late October of early November, 1990</del> 2 weeks

EXHIBIT B

Amends Exhibit B of the original Agreement as expressed on the attached pages. All other sections of Exhibit B remain unchanged.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH NICHOLS - BERMAN

FEE AND SCHEDULE/MANNER OF PAYMENT

1. The CITY shall pay CONSULTANT a total of ~~\$93,680~~ **\$118,900** for services pursuant to the AGREEMENT. Payment shall be limited to a maximum of 75 percent of the cost for the project, until such time as the project is completed. Payment beyond 75 percent will be made after acceptance of the completed project. CONSULTANT shall submit monthly progress reports along with an itemization of time, material, and other expenditures by an invoice, and shall, also tabulate total staff hours and costs by task for the current billing period, as well as a cumulative total of hours and costs to date.

**PROFESSIONAL FEES**

2. Compensation shall be made in accordance with the ~~rate schedule in Table II.~~ **following hourly rate schedule.** Employees identified in the CONSULTANT'S proposal by classification shall not be replaced or moved to a higher payment classification without prior approval of the CITY.

Professional Classification

Per Hour

Principal	<del>\$ 60.00</del> <b>65.00</b>
Project Planner	40.00
Graphics	30.00
Clerical Support	25.00

Subconsultants

Donald Ballanti	\$ 7,310.00
Illingworth & Rodkin	<del>4,520.00</del> <b>5,200.00</b>
Wilbur Smith Associates	<del>32,000.00</del> <b>48,820.00</b>
Economic and Planning Systems	<del>11,880.00</del> <b>10,000.00</b>
Michael Reardon	<del>800.00</del> <b>5,200.00</b>

4. Manner of Payment. The CONSULTANT shall submit invoices to the CITY at intervals no more frequently than monthly. These invoices shall clearly identify all billable services as identified in Section 2 and 3 of this Exhibit, including an itemization of: employee name, title, hourly rate and hours billed. Direct expenditure will be identified in relation to the schedule established in Section 2 of this Exhibit. Total accumulated





OFFICE OF THE  
CITY CLERK  
OPERATION SERVICES

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 304  
915 I STREET  
SACRAMENTO, CA  
95814-2671

916-449-5426

May 3, 1991

Nichols-Berman  
601 First Street  
Benecia CA 94510

On April 30, 1991, the Sacramento City Council adopted Resolution No. 91-306 authorizing the execution of Agreement No. 89-162-1 regarding supplemental environmental impact report for the Sacramento Community Convention Center-amendment number one.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,

Valerie A. Burrowes  
City Clerk

mls/5.1

Enclosures

cc: Planning  
Risk Management