



3

DEPARTMENT OF
PLANNING AND DEVELOPMENT

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET
SACRAMENTO, CA

ADMINISTRATION
ROOM 300
95814-2987
916-449-5571

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

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

September 7, 1990

Budget and Finance
Sacramento, California

Honorable Members in Session:

Subject: California Plaza Office Development Phase II (P90-009)-- Environmental Impact Report - Contract Award to Nichols-Berman Consultants

SUMMARY

The City has received an application for the Phase II of the California Plaza Office Development. This development is located in North Sacramento at the intersections of Arden and Harvard, adjacent to the Hilton Hotel and the USAA Office Building. The project would add an additional 162,235 square feet of office space to the Phase I development of 162,000 square feet of offices. An Initial Study was prepared for the project which determined that a focused EIR should be prepared based on project generated and cumulative traffic, air quality and noise impacts in the Arden area. As a result of the consultant selection process, staff is recommended that the firm of Nichols-Berman be selected to prepare the EIR for a sum not-to-exceed \$52,481.00.

BACKGROUND

The California Plaza II Office Development is generally located to the north of Business 80 along Arden Way and Harvard Street, specifically, the northeast corner of Arden Way and Harvard Street. The proposed project involves the development of a 5.6+/- portion of the site for a 162,235 square foot (s.f) office building. The office structure is proposed to be 70 feet in height and accommodate five (5) stories of office uses.

A total of 630 parking spaces are to be provided of which 390 spaces are to be provided in a covered area and the balance, 240 spaces, will be open surface parking.

The proposed project is the second phase of an earlier development request which was a companion project of 162,235 square feet of office and related parking (P89-130).

The subject site is zoned "Heavy Industrial" (M-2) and "Heavy Commercial- Review" (C-4-R) and is designated "Regional Commercial and Offices" by the General Plan.

A special permit is requested to exceed 25% office space under the current zoning. A development plan under the C-4-R zoning is also required.

The City Environmental Coordinator has determined that the project will require the preparation of a focused EIR to address land use, traffic, air quality, noise and housing impacts.

As a result, the City issued a concurrent Notice of Preparation and Request for Proposals on May 21, 1990. Proposals were solicited from a list of five qualified firms. Two firms declined to submit proposals due to other engagements. Three firms submitted proposals namely: 1). Environmental Science Associates (ESA), 2). STA, and 3). Nichols-Berman. Proposals were due on June 26, 1990.

On Monday, July 16, 1990, from 1:30 to 5:00 p.m. consultant selection interviews were held for the California Plaza Phase II EIR. The Consultant Selection Panel (comprised of a Planning Commissioner, a representative of City Environmental Services and a staff person from City Transportation Division) recommended that Nichols-Berman be selected based on price, qualifications and familiarity with the project area.

Estimated cost for each of the proposals is summarized below:

Nichols Berman	\$47,710
ESA	\$48,696
STA	\$69,351

The above costs are exclusive of contingency and transportation studies. The Transportation information for the EIR is to be provided as part of the Arden Local Area Traffic Study currently underway.

POLICY CONSIDERATIONS

It is existing City policy to contract private development project EIRs. Staff have also been directed to prepare studies in a timely manner at the lowest possible cost to the applicant. The consultant selection process utilized will allow for a timely completion of an EIR at a reasonable cost to the applicant. Nichols-Berman was determined to be the most qualified and responsive firm to undertake the work required.

MBE/WBE CONSIDERATIONS

Nichols-Berman is a certified MBE/WBE vendor.

FINANCIAL INFORMATION

The consultant cost to prepare the study is projected to be \$47,710. Total recoverable costs of the EIR process including contingency and staff time are estimated to be:

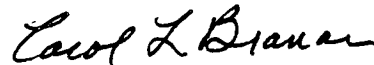
EIR Contract	\$ 47,710
Contingency (10%)	<u>4,771</u>
TOTAL	\$ 52,481

These costs will be financed from a deposit by the developer. No appropriation of city funds is required.

RECOMMENDATION

It is recommended that the Budget and Finance Committee recommend that the City Council adopt the attached resolution providing contract authorization for Nichols-Berman Consultants to prepare the EIR for the California Plaza Phase II Project.

Respectfully submitted,



Carol L. Branán
Environmental Services Manager

Recommendation Approved:



for
JACK R. CRIST
Deputy City Manager

Approved:



MICHAEL M. DAVIS, Director
Planning & Development Department

Person to contact
to answer questions:
Carol Branán 449-2037

September 18, 1990
District 1

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

A RESOLUTION AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT WITH
NICHOLS-BERMAN CONSULTANTS
TO PREPARE THE CALIFORNIA PLAZA PHASE II (P90-009) EIR
IN AN AMOUNT NOT TO EXCEED \$52,481

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

The City Manager and City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento, a Professional Services Agreement with Nichols-Berman Consultants to prepare the EIR for the California Plaza Phase II (P90-009) Project. Said contract shall not exceed \$52,481.

MAYOR

ATTEST

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

Department: PLANNING AND DEVELOPMENT

Division: ENVIRONMENTAL SERVICES

PN/P#: California Plaza Phase II (P90 -009)

Coordinator: Trish Davey

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of

_____, 1990, by and between the CITY OF SACRAMENTO,

municipal corporation ("CITY") and

Nichols-Berman Consultants
(Consultant)

601 First Street, Benecia, CA 94510
(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 compensation required for this activity; and (b) the CITY, after notice, approves 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.

3. Facilities and Equipment. Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. General Provisions. The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.
5. City Representative. The CITY Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the CITY.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

CITY:

(Title)

CONSULTANT:

Robert A. Bernm 8/30/90

Robert A. Bernm - Partner
(Consultant Title)

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

Attachments:

Exhibit A Exhibit C
Exhibit B Exhibit D

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:

Michael M. Davis Director (916) 449-5571
(Name) (Title) (Telephone)

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

The CONSULTANT Representative for this Agreement is:

Robert Berman Principal (707) 745-5845
(Name) (Title) (Telephone)

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

City of Sacramento
Planning and Development Department
1231 "I" Street, Room 302
Attn: Carol Branan

2. Services to be provided are specified below:

Title: CALIFORNIA PLAZA-- PHASE II --ENVIRONMENTAL IMPACT REPORT

Scope of Work Overview

Subject to the terms and conditions set forth herein, CONSULTANT shall provide services and a work product done in compliance with the California Environmental Quality Act (CEQA), the guidelines for implementation of CEQA and the local regulations of the CITY. Specific subject areas and scope of analysis to be covered in the administrative draft, draft and final draft reports are outlined in EXHIBIT A-1.

TASKS AND WORK PRODUCTS

Task 1: SCOPING AND REFINEMENT OF PROJECT DESCRIPTION AND

ALTERNATIVES

Subtask 1.1 Initial Consultation and Scoping

CONSULTANT shall meet with City staff to discuss the project and to fully define the project description. Any additional background data and documents pertinent to the study will be obtained. CONSULTANT shall also verify all the characteristics of the project description and the alternatives, and finalize the project description.

Subtask 1.2 Data Collection

CONSULTANT shall review and evaluate the data base including existing reports, studies, previous EIRs, the General Plan and Community Plan and related EIR's which may pertain to the project. CONSULTANT shall also review comments received by the CITY in response to the Notice of Preparation (NOP) and shall respond appropriately to such comments in the preparation of the DEIR.

CONSULTANT shall also conduct on-site investigations as necessary of the site to ensure that existing conditions data is accurate.

TASK 2. PREPARE ADMINISTRATIVE DRAFT EIR

Subtask 2.1 Administrative Draft (ADEIR) Report Preparation

CONSULTANT shall prepare and make available to the CPD 25 copies of the ADEIR in accordance with the schedule in Table 1. The format of the ADEIR shall be mutually agreed upon by the CITY and CONSULTANT to produce a readable and understandable document prepared in accordance with CEQA, the Guidelines for Implementation as amended, and City policies. The ADEIR shall contain a brief description of each section including the general contents, the key issues which will be addressed and at what level of detail, and the methodology and assumption in the analyses.

The ADEIR shall conform to the City EIR format and content requirements as listed in Section II.B this contract, and shall cover all legally mandated CEQA requirements.

Subtask 2.2 Preparation of Draft Findings of Fact

CONSULTANT shall prepare draft Findings of Fact in association with the preparation of the ADEIR for submittal and review by CITY staff along with the ADEIR.

TASK 3. PREPARE DRAFT EIR

Subtask 3.1 Review and Revise Administrative Draft EIR

The CITY shall review the ADEIR submittal and shall forward any comments to the CONSULTANT. The CONSULTANT, within 15 working days of the receipt of said comments, shall consider and incorporate said comments in the ADEIR and provide the CITY with a three ring binder reproducible copy of the DEIR.

Subtask 3.2 Draft EIR Production

Upon review and acceptance of the DEIR consultant shall make any final revisions and provide the City with 200 clear and readable copies of the approved DEIR for distribution.

TASK 4. PRESENTATIONS

CONSULTANT (consisting of the project manager and/or the Principal-in-charge) shall attend and make a presentation of the EIR, answer questions, and perform such other functions as directed by the CITY with relation to the EIR 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 four (4) public hearings. 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.

TASK 5. PREPARE ADMINISTRATIVE FEIR

CONSULTANT shall prepare written responses to all written public comments and to summaries of verbal comments on the DEIR. The responses to comments will be included in a separate document, the FEIR Addendum. The format of the FEIR Addendum shall follow the City guidelines to be mutually agreed upon by the CITY and CONSULTANT to produce a readable and understandable document. The DEIR, together with this Addendum, shall be the FEIR.

Following receipt of comments on the DEIR from the CITY, the CONSULTANT shall prepare and make available to the CITY fifteen (15) copies of an AFEIR Addendum.

TASK 6. PREPARE FEIR

The CITY will forward any comments on the AFEIR to the CONSULTANT. CONSULTANT shall consider and incorporate all CITY comments and provide the CITY with a binder ready reproducible copy of the FEIR Addendum. The CITY shall print 200 copies of the FEIR.

The FEIR Addendum shall not need to address, in depth, any new significant alternatives or issues beyond those covered in the DEIR, nor shall it be required to include evaluation or gathering of new technical information not included in the DEIR. If new alternatives, issues, or analyses require an evaluation, or if the gathering of new technical information is to be included in the FEIR, CITY and CONSULTANT shall negotiate an appropriate revision to the Agreement.

TASK 7. FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS

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

When the FEIR 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.

SCHEDULE

Tasks shall be completed within the time span indicated in Table 1.

TABLE 1 TIME FOR PERFORMANCE OF TASKS

TASK/EVENT	ELAPSED TIME FROM NOTICE TO PROCEED
1. Project Start-up	1 week
2. Analyze Impacts	6 weeks
3. Prepare ADEIR	10 weeks
4. Staff Review	12 weeks
5. Prepare DEIR	15 weeks
6. Staff Review	16 weeks
7. Publish DEIR	17 weeks
8. Public Review	24 weeks
9. Prepare Administrative Final EIR	27 weeks
10. Staff Review	28 weeks
11. Publish FEIR	30 weeks
12. Prepare Findings	30 weeks

This Table assumes that the traffic information to be prepared by the Traffic Consultant (EBASCO) is made available to the CONSULTANT on the following schedule:

Traffic Counts and Data	Week 2
Traffic Report	Week 4
Draft EIR Chapter	Week 6

**EXHIBIT A-1
OUTLINE AND SCOPE OF WORK FOR
CALIFORNIA PLAZA PHASE II (P90-009)**

CONSULTANT shall prepare an Administrative Draft EIR (ADEIR); Draft EIR (DEIR); Final EIR (FEIR) which addresses the following subject areas and conforms to the City's Environmental Review Guidelines and those of the State's California Environmental Quality Act (CEQA):

PREFACE

Summary of why the EIR is being prepared, the reasons the EIR is a focused EIR, the purpose of the Project EIR and the relationship of the EIR to the planning process.

PROJECT DESCRIPTION

Description of the proposed project and its characteristics (including site plans and elevations), and a description of the environment in the vicinity of the project site as it exists prior to commencement of project.

SUMMARY OF FINDINGS

Discuss all phases of the project as outlined in Section 15126 of the CEQA Guidelines.

1. The significant environmental impacts of the proposed project
2. Any significant environmental effects of the proposed project which cannot be avoided if the proposal is implemented.
3. Mitigation measures proposed to minimize the significant effects. Mitigation measures should be developed that can reasonably be expected to reduce significant adverse impacts of development to less than a significant level. The expected reduction of impacts should be quantified in the text of the report. Mitigation measures shall be specific and shall be written to be incorporated into a monitoring program.
4. Alternatives: Evaluated the alternatives as provided by the City. The purpose of the evaluation of the alternatives is to provide decision-makers with a summary assessment of the comparative effects of each of the alternatives, focusing on the significant, unavoidable impacts, both short- and long-term, and on mitigation measures to such impacts. The evaluation of alternatives shall compare key impacts such as traffic/circulation, air and visual quality impacts to the City. Provide a summary table containing a comparative evaluation of the impacts and mitigation of each of the alternatives. Complete the comparative evaluation utilizing adopted City policies on an order-of-magnitude basis. The specific alternatives to be evaluated are:
 - A. No-Project - The project site would not be developed as proposed and the property would be maintained in its present use. Under the no-project alternative, the site would continue as a vacant site.

- B. Transit Based Project - This alternative consists of the office project as proposed with the following modifications: 1). the number of parking spaces provided would be reduced from 630 spaces to 324 spaces to meet a 1:500 parking ratio; and 2). the project would include the construction of a pedestrian overpass to the Swanston Street RT Light Rail Station.
- C. Mixed Use Project: This alternative involves a reduction of office development and the introduction of neighborhood retail uses. Under this alternative, the office structure would be reduced to 125,000 square feet and the project would include a total of 20,000 square feet of retail uses. The office structure would have a similar footprint to that of the "Project as Proposed" but would be four stories in height as opposed to five stories.

A total of 312 parking spaces would be provided to meet a 1:400 parking ratio for the reduced office.

- 5. The relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity.
- 6. Any significant irreversible environmental changes which would be involved in the proposed project should it be implemented.
- 7. The growth-inducing impact of the proposed project.

ENVIRONMENTAL ASSESSMENT

Each of the following subject areas will be assessed utilizing existing conditions as the base. The environmental consultant shall be responsible for utilizing base data to fully analyze the specific impacts and cumulative impacts for each of the following subject areas for each of the alternative development plans. The analysis will be either quantitative or qualitative, as appropriate, for each of the alternatives, and the analysis will identify mitigation measures for all of the impacts for each alternative.

- 1. Land Use, Zoning, and Adopted Plans
 - A. Review appropriate plans, including the City General Plan, affecting existing and planned land uses in the study area of the proposed project. Discuss consistency of project alternatives with land use policies.
 - B. Briefly identify and map projects which are existing, approved, and planned within the Arden Arcade area. This analysis should address the cumulative effects of the following types of projects: existing uses; approved projects; major buildings under construction; major buildings which are completed but unoccupied; projects with applications in-house; and the proposed project.
 - C. Assess the relationship of the proposed office building to other planned development within the project study area and evaluate the overall effects of the development on the character of the study area. This section will describe the

changes in land use patterns and potential conflicts between different types of land uses, if any. Finally, discuss the relationship of the proposed project and varies alternatives to the light rail corridor and in particular Swanston Light Rail Station.

2. Transportation/Circulation

A separate Traffic Study is being prepared for the City of Sacramento to assess both project specific and cumulative traffic impacts in the Arden-Arcade area. Consultant shall coordinate closely with City staff and the City's Traffic Study consultant during the preparation of the transportation section of the EIR. The City shall provide Consultant project level and cumulative impact information as well as mitigation measures as outlined in Exhibit 1, Scope of Services for the Arden-Arcade Local Area Traffic Study. Consultant shall use this information, along with other sources to develop a Transportation/Circulation section of the EIR which meets the following requirements:

- A. Review existing City traffic reports for current baseline data. Describe the existing transportation system in terms of roadways, bikeways, public transit, and the Light Rail system. Develop methodologies and models to estimate future traffic volumes and estimates of trip generation and distribution. Contact all appropriate agencies and collect data relevant to the traffic assessment.
- B. Analyze shifts and traffic patterns caused by the alternatives. Traffic Engineering staff shall review and approve the computer model, roadway network, traffic zones, traffic generation rates and other assumptions for the study area, including each development alternative, prior to running the traffic projections for average daily trips (ADT, AM and PM peak traffic volumes). Traffic counts should be conducted, if necessary, at all key intersections.
- C. Provide a summary of trip distribution based on existing traffic modified to reflect cumulative Central City development. Utilize information from past studies in the area if applicable.
- D. For the best and worst cases analyzed above, study cumulative long range traffic impacts by assuming the 2010 build out condition as provided by the City's General Plan.
- E. Quantify the traffic generated for both existing conditions and the development scenarios on current and proposed street systems, intersections, and interchanges.
- F. Provide alternative development and circulation conditions to be studied using the computer traffic model including, but not limited to, the existing traffic base, the proposed project and the four alternatives.
- G. Develop mitigation measures for traffic impacts including traffic signal installation, intersection and roadway improvements, roadway signing and striping modifications, transit subsidies, light rail connection, shuttle buses, etc. Quantify the costs associated with the suggested mitigation measures. If recommended

mitigations are determined to be too costly, interim measures should be suggested to forestall or minimize identified impacts. In addition, transportation system management (TSM, including light rail, transit incentives, car pooling and bicycle/pedestrian programs, should be considered as potential alternative mitigation measures.

- H. Evaluate the effects of the parking component of the projects. This assessment would include an analysis of: entrance and exit designs, the structure's relationship to other parking facilities, safety elements in access design, impact on Light Rail operations and pedestrian safety.
- I. Evaluate the existing demand and supply for on-street parking demand in the project study area. Project the supply and demand for each of the alternatives. Discuss any needed mitigation measures.
- J. Analyze the total demand for parking under the project and all alternatives. If sufficient parking spaces are not provided on-site, develop mitigation measures to enhance alternative transportation modes.
- K. Evaluate the impact to operations on RT Metro and access to the RT Metro Station at Swanston Station.
- L. Evaluate projected public transit usage. Compare the project usage with the existing and planned future supply of public transit serving the project.
- M. Given the parking spaces are provided under each alternative, analyze the parking and transportation alternatives available to commuters and the incentives required to achieve increased ridership for these transit alternatives. Include the analysis a projection of the percentage of commuters who would utilize transit, carpool/vanpool, City parking facilities and utilization of on-street parking in adjacent residential neighborhoods.

3. Air Quality

- A. Estimate area-wide smog precursor emissions (hydrocarbons and oxides and nitrogen) for the alternatives using VMT estimates from the traffic assessment and vehicle emission rates from EMFAC 6-D or EMFAC 7.
- B. Utilize CALINE-4 to model carbon monoxide levels at build out conditions for four intersections depicting severe congestion and high traffic volumes (as indicated by traffic assessment). Air quality modeling shall be performed for each of the alternatives and shall reflect traffic volumes associated with each alternative, levels of congestion, and carbon monoxide generation.
- C. Discuss extrapolation of modeling results to other congested intersections in the study area or other critical intersections/interchanges.
- D. Evaluate potential air quality impacts within the parking garages using modeling techniques developed by the Air Resources Board for such structures. Assess the potential for exceeding indoor air quality standards specified by CAL-OSHA

through comparisons of modeling air quality levels with the standards. Recommend appropriate mitigation measures to minimize the deterioration of and attainment of CAL-OSHA indoor standards.

- E. Compare predicted carbon monoxide levels with the State and Federal standards; identify effects on the Non-Attainment Plan for carbon monoxide; prepare analyses of the projects' relationship and conformity to adopted measures to achieve attainment of the Federal ambient air quality standards under the Clean Air Act as contained in the State Implementation Plan.
- F. Evaluate the PM-10 vehicular emissions that will result from the additional traffic generated by the project. Evaluate the PM-10 generated by stirring of road dust as a result of this project. Evaluate PM-10 generated during construction.
- F. Outline feasible mitigation measures, including features such as mass transit and light rail, which can reduce potential air quality impacts within the study area and regionally, and obtain State and Federal air quality standards. Develop feasible mitigation measures for air quality impacts, including those set forth in the Sacramento Air Quality Plan. Discuss the effectiveness and feasibility of each mitigation measure.

4. Noise

- A. Identify all sensitive noise receptors in the project vicinity.
- B. Estimate existing and future noise levels along nearby streets using the noise modeling techniques specified by the U.S. Department of Housing and Urban Development.
- C. Evaluate noise levels generated by the project with respect to standards defined in the City's General Plan Noise Element and Ordinance as well as those established by the appropriate regulatory agencies (i.e., State, Federal).
- D. Determine the compatibility of future noise levels with existing and planned land uses near the project sites.
- E. Define project-related construction noise impacts with respect to duration, nature, and level for various activities associated with the projects' development.
- F. Determine the potential noise levels within the parking structure and first floor retail areas. Include external noise sources such as street traffic.
- G. Recommend appropriate noise abatement measures for short-term construction noise and long-term noise levels resulting from daily business operations.

5. Aesthetics

- A. Provide a photographic and written description of the potential aesthetic and visual quality impacts due to build out of the development alternatives within the project area.

- B. Photographic perspectives shall include, but not be limited to, selected key locations along Arden, Harvard and if possible, Freeway 80 viewsheds. Photographic perspectives shall be illustrated on a photo-index map.
- C. Develop a visual analysis of existing conditions through a visual sensitivity diagram and photographic inventory of all significant visual corridors and subarea characterizations that are critical in evaluating the aesthetic character of the existing setting and potential impacts resulting from the build out of the development alternatives.
- D. Evaluate the development alternative in terms of potential impacts on view corridors or incompatibility with the existing neighborhood character as identified in the visual sensitivity diagram.
- E. Develop feasible mitigation measure including height, bulk, setback, building materials/color, and landscaping of specific projects and view corridors.

7.

Housing

- A. Calculate the number of employees, and estimated wage rates and determine the impact the proposed project will have on housing demand in the Sacramento area. Particular attention and analysis is requested to determine if the proposed project will result in an imbalance in the jobs housing balance and/or in surplus demand for units affordable to the projected employees of the project.
- B. Develop reasonable mitigation measures for significant impacts to housing affordability and demand.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH NICHOLS-BERMAN

FEE SCHEDULE/MANNER OF PAYMENT

1. The CITY shall pay CONSULTANT a total sum not-to-exceed \$47,710 for services pursuant to the Agreement. Payment shall be limited to a maximum of 75 percent of the cost estimated for each task below, until such time as that task is completed. Payment beyond 75 percent will be made after acceptance of the completed task. 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 accumulative totals of hours and costs to date.

<u>TASK/DESCRIPTION</u>	<u>COST</u>
1-Project Start-up	\$ 2,400
2-Analyze Impacts	22,000
3-Prepare ADEIR and DEIR	10,500
4-Public Review	960
5-Prepare AFEIR and FEIR	10,500
6-Prepare Findings of Fact	<u>1,350</u>
Total	\$47,710

2. Compensation for labor shall be made in accordance with the 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.

<u>Professional Classification</u>	<u>Per Hour</u>
Principal	\$60.00
Senior Planner	\$50.00
Planner	\$40.00
Graphics Person	\$30.00

3. In addition to professional fees identified in Section 2 of this Exhibit, the CITY will reimburse the CONSULTANT for direct costs set forth below:

A.	<u>Subcontractors</u>	
	Economic and Planning Systems, Economists	\$5,700
	Donald Ballanti, Meteorologist	\$2,820
	Illingworth and Rodkin, Inc. Noise Consultants	\$3,200
B.	<u>Other Direct Costs</u>	
	Printing and Travel	\$8,300

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 expenses for each task will also be identified. Payment will not be made for invoices that do not have this supporting information or for expenditures not expressly identified in Section 2 and 3 of this Exhibit.

Request for payment shall be sent to:

City of Sacramento
Planning and Development Department
1231 "I" Street, Room 302
Attn: Michelle Basurto
Ref: PN/P#: California Plaza II 90-009

5. The CONSULTANT shall retain payroll, employee time distribution and payment information that supports the submitted invoices and shall allow the CITY access to these records at the CITY'S request.
6. If the application is withdrawn by the applicant, the CITY shall provide the CONSULTANT with a written stop work notice. Upon receipt of such notice, the CONSULTANT shall immediately halt its activities pertaining to the subject project. The CITY will only reimburse reasonable (as determined by the CITY) project "winddown" costs incurred after the receipt of the stop work notice.
7. CONSULTANT shall notify the CITY immediately if it or any of its employees or subcontractors has a financial interest in the project, or has any other financial interest in concert with any proponent of the project.

EXHIBIT C
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
WITH NICHOLS-BERMAN
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City will not furnish facilities or equipment for this Agreement.

EXHIBIT D

GENERAL PROVISIONS

CONTRACT WITH NICHOLS-BERMAN

1. Independent Contractor. At all times during the term of this Contract, Consultant shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; Taxes, Etc. Consultant represents and warrants to City that he/she has all licenses, permits, City Business Operations Tax Certificate, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of the Agreement any license, permits, and approvals which are legally required for Consultant to practice its profession.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
7. Standard Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature which Consultant 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 practicing in Consultant's profession.
8. Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice

of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

- (1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.
- (2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- (3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgement of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

9. Remedy on Breach. In the event that Consultant shall breach, or fail to execute in good faith, any of the terms or conditions of this agreement, and should Consultant fail to cure such breach or failure within ten (10) calendar days after City gives written notice thereof, then City may terminate this agreement and complete the work to be accomplished hereunder for the account and at the expense of Consultant. Consultant shall be liable for any excess cost to City over the original contract price. In the event City completes the work, or causes the work to be completed, no sum shall be paid to Consultant until the work is complete. All costs of completion shall be deducted before any payment to Consultant is made. If the unexpended portion of the contract price is less than City's cost to complete, Consultant shall pay City a sum equal to said difference on demand. The remedies contained in this section are cumulative and are in addition to all other rights of City pursuant to this agreement and at law or in equity.

*10. Indemnity and Hold Harmless. The Consultant shall indemnify and save harmless and assume the defense of, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description for property damage or personal injury to which any or all of them may be subjected, by reason or, or resulting from, directly or indirectly, the consultant's negligence during the performance of this contract. whether The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

*(revised 1/89)

11. Equal Employment Opportunity. During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".
- B. Nondiscrimination: Consultant, with regard 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 the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant 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 Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant'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: Consultant shall provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto, and will permit access to books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to Consultant under the contract until consultant complies;
 - (2) Cancellation, termination, or suspension of the agreement in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any

Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation, Consultant may request City to enter such litigation to protect the interests of City.

12. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>X</u>	_____
Business Auto Liability	<u>X</u>	_____
Worker's Compensation & Employees' Liability	<u>X</u>	_____
Professional Liability (Errors and Omissions)	_____	<u>X</u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Service Office form number GL 0404 (Broad Form Comprehensive General Liability):
- (2) Insurance Service Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor code of the State of California, and Employers' Liability insurance.
- (4) Professional Liability (errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omission): \$ NA combined single

limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that Consultant'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.

(2) Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City. This requirement may, however, be waived in individual cases at the discretion of the City.

(3) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided, however, that in no event will a carrier with a rating below B:LX be acceptable.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative named in Exhibit A.

G. Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph F above have not been provided.

13. Representation. Consultant agrees to provide representation at meetings between the City and the applicant regarding the project application reviewed under this agreement. These meetings will be held within the County of Sacramento and representation will be based on the City's determination of need for Consultant's attendance.
14. Review of Work. The City reserves the right to review any submitted work and to determine, at the City's sole discretion, if the work is acceptable. If the City does not accept the work, it will be returned to the Consultant with a list of areas requiring further detail/follow-up.
15. Agreement Amendments. If the Consultant services required to complete the work exceed the original scope of work upon which the cost estimate is based this agreement may be amended accordingly by mutual agreement of the City and Consultant.