



DEPARTMENT OF  
PLANNING AND DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

1231 I STREET  
SACRAMENTO, CA

April 16, 1991

ADMINISTRATION  
ROOM 300  
95814-2987  
916-449-5574

Budget and Finance  
Sacramento, California

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

Honorable Members in Session:

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

SUBJECT: SIERRA FOUNDATION CENTER PROJECT (P90-345) CONTRACT  
AUTHORIZATION TO FUND PREPARATION OF SPECIALTY  
CHAPTERS OF THE ENVIRONMENTAL IMPACT REPORT

SUMMARY

The City has received an application for the Sierra Foundation Center Project in the South Natomas Community for which an Environmental Impact Report (EIR) is required. It is recommended that the attached resolution be adopted with EIP Associates for an amount not to exceed \$114,365 to complete chapters of the EIR for this project.

BACKGROUND

The initial assessment of the Sierra Foundation project has determined that an EIR is required. Environmental Services Division will prepare the EIR however, some of the EIR chapters will require specialized technical expertise. These EIR chapters are recommended to be prepared by outside consultants.

The Sierra Foundation Center Project is an office and marina project on a 5.73 acre site, located at 1333 Garden Highway in the South Natomas Community (Attachment A). The project includes the following: (1) Building A, a 22,000 square foot office building, three stories above grade and designed as the Sierra Foundation headquarters; (2) Building B, a 37,000 square foot lease for office building, three stories above grade; (3) a 3,000 square foot (75 seat) restaurant; (4) a 3,000 square foot pavilion (for meetings and banquets); (5) and 40 berth open dock facility (Attachment B).

Two proposals for the chapters analyzing Transportation and Circulation (land and river), Biological Resources, Geology and Soils, Water Quality, Drainage, and Hydrology, Cultural Resources and Noise have been submitted. The proposals were evaluated based on consultant qualifications and the proposal.

The Environmental Services Division manager recommends EIP Associates to prepare these chapters. Staff has concluded successful contract negotiations with this firm and recommends adoption of a resolution for a sum not-to-exceed \$114,365 which includes a recommended contingency of 10%. Attached is the proposed Contract of Services for the EIR chapters (Attachment C) which includes the recommended project alternatives to be evaluated.

FINANCIAL DATA

The Consultant cost to prepare these sections of the EIR is projected to be \$103,968. An additional contingency of \$10,397 is recommended to provide additional analysis that may be required as the study progresses, which results in a potential total consultant cost of \$114,365. This cost will be paid from a deposit by the developer. There will be no impact on the City's General Fund.

POLICY CONSIDERATIONS

This recommendation does not deviate from existing City Environmental or Consultant services policies.

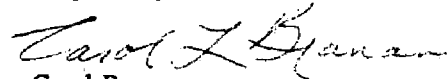
MBE/WBE

EIP Associates has two Women Business Enterprise subconsultants.

RECOMMENDATIONS

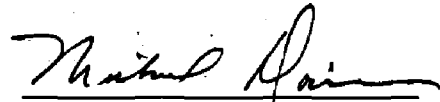
It is recommended that the Budget and Finance Committee recommend that the City Council adopt the attached resolution providing contract authorization for EIP Associates to prepare sections of the EIR for Sierra Foundation Center. This report is scheduled to be heard by the Council on April 24, 1991.

Respectfully submitted,



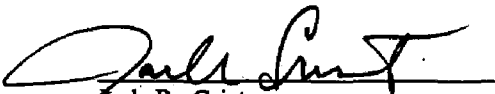
Carol Branan  
Manager, Environmental Services  
Division

APPROVED:



Michael M. Davis, Director  
Planning & Development Dept.

RECOMMENDATION APPROVED:



Jack R. Crist  
Deputy City Manager

Contact Person:

Carol Branan  
Manager  
(916) 449-2037

April 16, 1991  
Council District #1

**RESOLUTION NO.**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A PROFESSIONAL SERVICES AGREEMENT WITH EIP ASSOCIATES  
TO PREPARE CHAPTERS OF THE SIERRA FOUNDATION CENTER EIR (P90-345)  
IN AN AMOUNT NOT TO EXCEED \$114,365.00.**

**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 EIP Associates to prepare chapters of the EIR for the Sierra Foundation Center (P90-345) project. Said contract shall not exceed \$114,365.00.

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**FOR CITY CLERK USE ONLY**

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

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

**ATTACHMENT A  
PROJECT LOCATION MAP**



- 10 Avenida D
- 11 Santa Domingo D
- 12 Joran C
- 13 Lety C
- 14 Rector Sala D

5

1699

5

Project Site

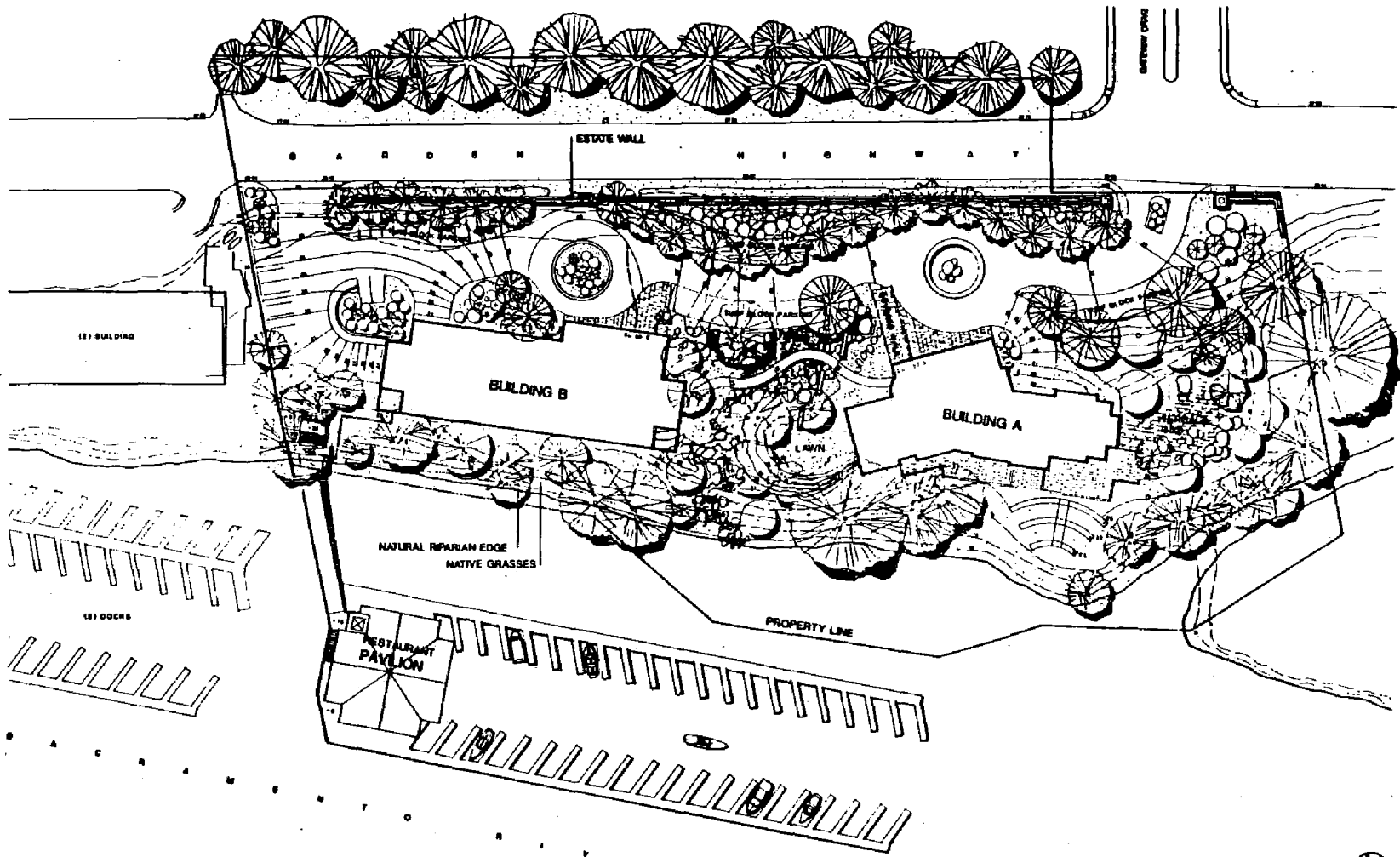
RIVERBEND GOLF COURSE

DISCOVERY PARK  
AMERICAN AMERICAN

AVENUE

NORTHERN RAILROAD  
SOUTHERN PACIFIC RAILROAD

**ATTACHMENT B  
PROJECT SITE PLAN**



**PARKING ANALYSIS**

BUILDING	AREA	PARKING
SIERRA FOUNDATION HEADQUARTERS BLDG A	22,100 SF	66
LEASE BUILDING BLDG B	27,000 SF	81
PAVILION - RESTAURANT	75 SEATS	15
OFFICE	1,000 SF	0
DECK	10,000 SF	0
<b>TOTAL PARKING REQUIRED:</b>		<b>162</b>
<b>TOTAL PROVIDED:</b>		<b>176</b>

**CUT & FILL ESTIMATE**

CUT	6,800 CY
FILL	18,000 CY
<b>NET IMPORT</b>	<b>6,800 CY</b>

**KAPLAN · McLAUGHLIN · DIAZ**  
ARCHITECT · PLANNING

321 VALLEJO STREET CO. CA 95811 415.578.3191

**SIERRA FOUNDATION CENTER**  
SACRAMENTO CALIFORNIA



**SIERRA FOUNDATION CENTER**  
SACRAMENTO CALIFORNIA

SHEET TITLE

SITE PLAN

REVISIONS

NO. DATE DESCRIPTION

SCALE

1/8" = 1'-0"

DATE

12/20/90

**ATTACHMENT C  
CONSULTANT CONTRACT**

Department: PLANNING AND DEVELOPMENT

Division: ENVIRONMENTAL SERVICES

PN/P#: SIERRA FOUNDATION CENTER (P90-345)

Coordinator: CELIA YNIGUEZ

**CITY OF SACRAMENTO**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Sacramento, California, as of April 24, 1991, by and between the CITY OF SACRAMENTO, municipal corporation ("CITY") and

EIP Associates  
(Consultant)

1401 21st Street, Suite 400 Sacramento, CA 95814  
(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:

CONSULTANT:

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

\_\_\_\_\_  
(Consultant Title)

APPROVED AS TO FORM:

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

ATTEST:

Attachments:  
Exhibit A Exhibit C  
Exhibit B Exhibit D

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

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICE TO BE PROVIDED

BY EIP ASSOCIATES

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 designee.

The CONSULTANT Representative for this Agreement is:

<u>William Ziebron</u>	<u>Managing Pricipal</u>	<u>(916) 325-4800</u>
(Name)	(Title)	(Telephone)

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

City of Sacramento  
Planning and Development Department  
1231 "I" Street, Room 301  
Sacramento, CA 95814  
Attn: Carol Branan

2. Services to be provided are specified below:

Title: SIERRA FOUNDATION CENTER EIR

## 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 chapters for the Environmental Impact Report (EIR) as required by the California Environmental Quality Act (CEQA), guidelines for implementation of CEQA and the local regulations of the City of Sacramento for the City's adopted 1986-2006 General Plan. The work shall include, but not be limited to research, evaluation, consultation with concerned persons and organizations, and ADEIR, a DEIR, a FEIR and responses to any comments on the FEIR.

### Definition of terms

As used in this Agreements:

- A. Unless specifically set forth, the term "project" shall refer to a mixed-use development on a 5.73 acre site located in the South Natomas area of the City immediately along the Sacramento River and Garden Highways at the 1331 Garden Highway. The subject parcel is also identified as Assessor's Parcel Number 274-0050-027. The project consists of the following: (1) Building A, a 22,000 square foot office building to be three stories above grade and designed to serve as the headquarters for the Sierra Foundation; (2) Building B, a 37,000 square foot lease building (offices and sales and services) to be three stories above grade; (3) a 3,000 square foot (75 seat) restaurant; (4) 3,000 square foot pavilion (for meetings and banquets) oriented to the river and; (5) a 40 berth open dock facility.
- B. The No-Project Alternative shall refer to project site maintained in its present use. Presently the site has the vacant, no longer operative Village Marina Restaurant and parking. Under the no-project alternative, the site would be cleared and remain a vacant site.
- C. The Hotel, Restaurant, Conference Facility with Marina Alternative shall refer to the site with two primary uses namely, serve as headquarters for the Sierra Foundation and provide a related hotel-mini-conference center facility. The facility would be oriented visually to the waterfront as a means of providing public exposure to the waterfront. Special events, meetings, art showings, weddings and receptions might take place in the conference facility. This alternative also includes the 40 berth marina and pavilion. The project would include a small upper end hotel of approximately 35-50 rooms; a 3,000+/- s.f. restaurant; a 10,000 s.f. mini-conference

facility and, 22,000 s.f. of office space for the Sierra Foundation headquarters. Approximately 155 parking spaces would be provided (55 for office use; 40 for hotel use; 25 for restaurant use, 15 additional spaces for conference use and 20 spaces for marina use.

- D. The Hotel, Restaurant, Conference Facility without Marina Alternative shall refer to the same uses as Alternative C but does not include a marina facility. In lieu of a marina, walkways and open space areas for the restaurant/ conference area are proposed along the river.
- E. The Riverfront Residential with Marina Alternative shall refer to the site developed as multi-family residential units at a density of approximately 12 units to the net acre (Low Density Residential 7-15 units per acre) yielding approximately 60 units with a 40 berth marina facility and related parking for the project.
- F. The Office/Residential with Marina Alternative shall refer to the site developed for both the Sierra Foundation headquarters and the balance of the site utilized for low to medium density residential uses (7-15 units per acre). The site would include 22,000 s.f. of offices for the Sierra Foundation headquarters, 30-40 residential units; 40 berths and related parking facilities.
- F. The Off-site Office Only Alternative shall refer to project as proposed with the exception of the marina and related pavilion would be constructed at an off-site location within the South Natomas area (Gateway Oaks area or Fong Ranch).
- G. The On-site Office Only Alternative shall refer to the project with only office, retail and restaurant portions of the project without the marina or pavilion. As such, the alternative would include the two buildings as proposed for a total of 59,000 s.f. of mixed uses.
- H. The Restaurant Only Alternative shall refer to the site reserved for open space and limited recreation in association with the adjacent Discovery Park area. A restaurant concession would be allowed, but other uses minimized in order to preserve the existing trees and riparian environment.
- I. The term "General Plan" shall refer to the adopted 1986-2006 General Plan for the City of Sacramento.
- J. The following terms shall be referred to by the acronyms listed below:

GP: 1986-2006 General Plan

EIR: Environmental Impact Report  
CEQA: California Environmental Quality Act  
ADEIR: Administrative Draft Environmental Impact Report  
DEIR: Draft Environmental Impact Report  
AFEIR: Administrative Final Environmental Impact Report  
FEIR: Final Environmental Impact Report  
CPD: City Planning Division

### Methodologies

The scope of services 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 t\herein as may be proposed by the CONSULTANT and/or CITY and agreed by both parties.

### Schedule

Tasks shall be completed by the dates indicated in Table 1.

#### **TASK 1.1. PROJECT MANAGEMENT**

EIP's project management will focus on several outcomes and work processes. Our initial goal will be to coordinate with City staff to clarify issues resulting from the NOP or from separate agency comment. This information will be shared with subconsultants working on the sections for which we are responsible, and the work scope for EIR sections will be clarified. EIP will also take responsibility for initial edit and review of these sections prior to submitting them as draft chapters. EIP will provide assistance as necessary to the City in meeting the information needs of agencies such as the State Lands Commission, US Army Corps of Engineers, California Department of Fish and Game and Reclamation District 1000, which may have special concerns.

Secondly, EIP will cooperate closely with City staff at the onset of the project to clarify formats to be used throughout production of the document. Our objective is to provide the sections of the EIR on a "turnkey" basis, thus reducing the City's need to do additional editing or formatting of EIP submissions and easing coordination with City staff working on their respective EIR sections.

EIP will continue to relate directly to the subconsultants on our team in assessing what additional information, if any, will be needed to respond to comments on the Draft EIR. Then, EIP will coordinate with the City to assure that draft Responses to Comments are legally sufficient. Final responses will be submitted in the format previously agreed upon.

### **SCOPE OF WORK AND METHODOLOGY** **INTRODUCTION**

EIP's study methodology for the completion of EIR chapters will utilize

existing information by staff with specific knowledge and experience. Issues and areas of analysis that lack existing data will require varying degrees of data development. Our team will prepare objective environmental analyses that fully comply with CEQA and the City's Environmental Procedures. These materials will be edited by our project management team to ensure straightforward communication and compliance with City of Sacramento report format and style. It will be accurate and free of jargon to make important information accessible to decision makers and the public.

Graphic material consisting of maps, drawings, and photographs will be provided in a format that is consistent with City guidance.

#### WORK PLAN

##### TASK 1: PREPARE ADMINISTRATIVE DRAFT EIR CHAPTERS

The EIP Team will prepare Administrative Draft EIR chapters for the Transportation and Circulation; Biological Resources; Geology and Soils; Water Quality; Drainage and Hydrology; and Cultural Resources. Each chapter will include a description of environmental setting; a discussion of project impacts and comparative impacts under each alternative; the impact and level of significance (stated in clear terms); description of mitigation measures and an indication of the degree to which mitigation measures will reduce or eliminate the impacts identified.

The Sacramento River Marina Carrying Capacity Study serves as the base document for all subsequent analyses of marina development in this area. To ensure full and proper use of the analyses, to guide their update and to effectively coordinate with State Lands Commission staff, the EIP team is joined by the author of this document, Ms. Anne Sands of Riparian Systems, Inc. Ms. Sands will provide guidance to the project team in coordination with the State Lands Commission staff, and in preparing technical analyses which constitute updates to studies completed as part of the Sacramento River Marina Carrying Capacity Study.

## **Task 1.4: TRANSPORTATION/CIRCULATION**

### **Land Transportation and Circulation:**

#### **Task 1.4.A - Collect Traffic Data**

A review of recent traffic documents in the Natomas area indicated that recent existing count data is available in the South Natomas Traffic Monitoring Study (November 20, 1990) conducted by the City of Sacramento and the Natomas West Assessment District Improvements Draft EIR (October, 1990). These documents provide am and pm peak hour counts at the following locations.

- Garden Highway/Northgate
- Garden Highway/Truxel
- Garden Highway/Orchard Lane
- W. El Camino/Gateway Oaks
- W. El Camino/Orchard Lane

To provide additional data on existing conditions at intersections immediately adjacent to the project site, Korve Engineering, Inc. (KORVE) will conduct am and pm peak hour turning movement counts at up to five additional intersections in the study area per the direction of the Traffic Engineering Division of the City of Sacramento.

The current level of on-street parking along Garden Highway in the immediate project vicinity will be documented for a weekday mid-day peak condition. Information on existing bikeways and pedestrian connections in the project vicinity will also be collected. KORVE will also acquire transit data from Regional Transit on existing routes and ridership in the study area. This will include a summary of route frequency ridership by hour.

#### **Task 1.4.B - Conduct Analysis of Existing Conditions**

The initial objective of this task is to complete an analysis of the service levels at up to ten key intersections under existing conditions. The count data collected in Task 1.4.A will be used to evaluate the levels of congestion currently experienced at the ten key intersections during am and pm peak hour conditions.

An assessment of existing service levels for transit routes serving the study area will also be conducted. This will be based on ridership data presented by RT and established standards for acceptable capacity levels.

#### **Task 1.4.C - Assessment of Alternative Scenarios**

Eight alternative project scenarios, in addition to the "No Project" scenario, will be analyzed based on the Request for Proposals. The following is a list of the land use types for each alternative scenario to be evaluated.

- Hotel, restaurant, conference facility & marina
- Hotel, restaurant & conference facility
- Hotel & restaurant
- Residential & marina
- Office, residential & marina
- Off-site office
- On-site office
- Restaurant

KORVE will determine the vehicle trip generation, distribution and assignment for the preferred project alternative. The vehicle trip generation will be calculated for daily, am, and pm peak hour conditions. The trip generation rates will be consistent with those used in both the Sacramento General Plan Update (SGPU) Draft EIR and in the South and North Natomas EIRs. For the eight project alternatives, KORVE Engineering will identify the trips generated by each, and qualitatively compare the impacts to the preferred project. The level of transit trips generated by each alternative will also be estimated. All modeling assumptions will be provided to City Traffic Engineering staff for review prior to use.

Based on the above mode split assumptions, the parking demand for the project will be identified. The assessment will then compare the estimate of project demand with the proposed supply to evaluate whether adequate parking capacity is being provided for the project.

An assessment of the proposed site plan for the project will be conducted to review access and internal circulation issues. In addition, the potential for preserving right-of-way for a bike path through the project site along the river will be evaluated.

#### **Task 1.4.D - Development of Traffic Forecasts for 2010 Baseline Conditions**

KORVE will prepare travel forecasts for the Year 2010 cumulative conditions that demonstrates the impact of growth in baseline traffic with the existing transportation network (i.e., no project). Link volumes for the major roadways will be derived from the city of Sacramento General Plan Model. These link volumes will be converted to intersection volumes by KORVE.

#### **Task 1.4.E - Development of Project Traffic Forecasts**

Using the travel model developed for the future base conditions, KORVE will prepare forecasts of future traffic volumes for the preferred project. This assignment will be based on the analysis of project travel characteristics conducted in Task 1.4.C.

#### **Task 1.4.F - Analysis of Impacts**

KORVE will complete an analysis of project impacts based on forecasts as discussed in Tasks 1.4.D and 1.4.E by conducting a detailed level of service analysis at all ten study intersections. This will involve an assessment of am and pm peak hour intersection service levels.

An evaluation of the on-site circulation system, as designed to serve the proposed project, will be conducted. This will include a discussion of entrance and exit designs, garage access, garage circulation, and the relationship between on-site pedestrian and vehicular movement.

The overall parking demand for each of the eight project alternatives will be assessed. Any future on-site parking deficiencies will be identified for the study alternatives. The demand for on-site parking will be identified in cases where the off-street parking supply is not adequate.

#### **Task 1.4.G - Develop Mitigations**

Mitigation measures for the roadway system will be proposed to alleviate any unacceptable levels of congestion in the project vicinity. This may include such physical improvements as the implementation of intersection and roadway improvements, installation and/or modification of traffic signals, and roadway signing and striping modifications.

Measures to increase the level of transit usage, improve pedestrian access, and enhance the use of off-site parking locations will also be proposed as appropriate. The tradeoff between roadway and transit improvements will also be discussed, i.e. where transit improvements reduce the need for roadway improvements. The evaluation of pedestrian mitigations will include a review of shuttle bus programs and improved local pedestrian walkways.

Planning level cost estimates will be provided for all mitigations which involve capital improvements to the transportation system (e.g., roadway improvement projects, capital transit improvements, etc.). Where mitigation costs are beyond the scope of the project, alternative measures will be suggested.

Transportation System Management (TSM) measures will be suggested for all uses where potential programs would apply. This will include access to future light rail lines (Downtown-Natomas-Airport line), transit incentives, carpooling/vanpooling, and bicycle/pedestrian programs.

### River Transportation and Circulation:

The following seven tasks describe the program for the assessment of river transportation impacts.

#### **Task 1.4.H - Collect Traffic Data**

KORVE will describe existing conditions along the Sacramento River based on data presented in the "Sacramento River Water Marina Carrying Capacity Study". This will include an estimate of the characteristics of current boat traffic on the Sacramento River. To accomplish this task, KORVE will collect information on marinas that have been completed since the 1986 report described above. The boating activity associated with those new marinas will then be added to the 1986 baseline to identify estimated peak conditions that occur during a typical July weekend.

#### **Task 1.4.I - Conduct Analysis of Existing Conditions**

This task involves the preparation of an analysis of the existing service levels for boating activity on the Sacramento River as described in the above report. Service levels for river boating activity will be based on the density of boating traffic (i.e., boats per acre). The count data collected in Task 1.4.H will be used to evaluate the levels of congestion currently experienced on a peak summer day.

#### **Task 1.4.J - Assessment of Alternative Scenarios**

KORVE will estimate the level and type of boat traffic on the Sacramento River generated by the marina which would be included in three of eight alternatives. This will include an assessment of the level of vehicular traffic related to the hauling of boats to and from the marina.

#### **Task 1.4.K - Development of Forecasts for Cumulative Baseline Conditions**

KORVE will prepare forecasts for the long-term cumulative condition that demonstrates the impact of the cumulative development of marinas on the Sacramento River to develop a No Project scenario for the river system. This will be accomplished by developing a list of specific projects for each reach and comparing this information to data presented in the 1986 river study. The boating traffic generated by new marina development on each of the river reaches will then be added to existing traffic to develop a future cumulative scenario.

#### **Task 1.4.L - Development of Project Boating Forecasts**

KORVE will prepare forecasts of future boating volumes on the Sacramento River by adding the demand generated by the project to the future cumulative baseline. This assignment will be based on the analysis of project boating characteristics conducted in Task 3.

#### **Task 1.4.M - Analysis of Impacts**

The impact of the project alternatives with a marina use will be assessed. The evaluation of impacts of added boating traffic on the Sacramento River will be based on a comparison of the cumulative levels of boat traffic identified in Tasks 1.4.K and 1.4.L (i.e., Future Base vs. Future Base & Project). This task involves the preparation of an analysis of the future service levels of boating conditions on the Sacramento River. As described above, service levels for river boating activity will be based on the density of boating traffic (i.e., boats per acre). The impact of the potential closure of the William Stone Lock on boating traffic will also be evaluated.

#### **Task 1.4.N - Develop Mitigations**

Mitigation measures will be proposed to alleviate any unacceptable levels of congestion on the Sacramento River. Mitigation measures to alleviate impacts on the Sacramento River generated by both cumulative and project impacts will be suggested. This will involve a discussion of recommendations included in the "Sacramento River Water Marina Carrying Capacity Study".

### **Task 1.5: BIOLOGICAL RESOURCES**

To fully assess the range of potential impact to biological resources, EIP Associates has formed an interdisciplinary team consisting of a biologist, an aquatic biologist, a water scientist, a civil engineer, and a physical geographer. Collectively and individually, they will determine the significance of biological impacts that could be generated by the proposed Sierra Foundation project.

EIP has reviewed responses to the Notice of Preparation (NOP), provided by the City of Sacramento, concerning biological issues. Significant biological issues identified in these letters have been discussed with commentors from the U.S. Fish and Wildlife Service, California Department of Fish and Game, and the Sacramento County Parks Department. These initial agency contacts have been used to develop revisions and additions to the following biological work tasks.

#### **Task 1.5.A: Background Research/Refinement of Comments and Concerns**

The EIP team, including Riparian Systems, will meet with City staff to discuss the range of studies, including cumulative and optional tasks, resulting in a refined and agreed upon set of biological studies.

#### **Task 1.5.B: Review of Available Information**

Utilizing existing information and additional information obtained onsite, EIP will characterize existing resident and migratory riparian and aquatic species and communities. EIP is in possession of preliminary habitat mapping of the American River Parkway, as compiled by the U.S. Fish and Wildlife Service. Additional information on the American River Parkway and the Bannon Island Nature Study Area is available from a Geographic Information System developed by Jeff Hart, American River Parkway Resource Ecologist. Special emphasis will be placed on rare, threatened, and endangered species known to use proximal habitats. These species include, but are not limited to Swainson's hawk and winter run chinook salmon. Review of the Sierra Foundation Tree Survey (MacNair & Associates 1990), California Natural Diversity Data Base and further coordination with resource agency personnel will identify known occurrences of sensitive species in the project area and surrounding habitats.

#### **Task 1.5.C: Site Surveys and Analysis**

The project area and neighboring parcels will be analyzed for biological habitat suitability for on-land plant and animal species by surveying the site and proximal areas for extant biological resources. The project area has been visited by members of the EIP team over the 10 months. From the area's former use (as the Village Marina) to its current state, terrestrial and aquatic habitats remain in a degraded state. With the exception of large oak, cottonwood, and box elder specimens, terrestrial habitat suitability is low.

#### **Task 1.5.D: Identification of Potential Rare, Threatened or Endangered Species Habitats**

During the course of survey work, the EIP team will identify and document occurrences of rare, threatened, and endangered species and their habitats on or proximal to the Sierra Foundation site. The range of potential species could include valley elderberry longhorn beetle, yellow-billed cuckoo, Swainson's hawk, bank swallow, and burrowing owls. The presence of any such species will be documented in the EIR and communicated to the appropriate regulatory agencies, if needed.

Surveys for the presence of elderberry shrubs, (Sambucus spp.) will be conducted during the initial site visit to identify the potential for site utilization by the elderberry longhorn beetle (Desmocerus californicus dimorphus), a federally-listed threatened species. Should elderberries be found onsite, this information will be conveyed to Chris Nagano, U.S. Fish and Wildlife Service (FWS) Endangered Species Entomologist and to Bob Mapes of the California Department of Fish and Game (CDFG). Should yellow-billed cuckoo (Coccyzus americanus

occidentalis) or Swainson's hawk (Buteo swainsoni) be sighted during the course of field investigations, this information would also be shared with FWS and CDFG.

#### **Task 1.5.E: Endangered Species Act Formal Consultation**

While specific research and consultation for the protection of sensitive species is not requested in the Refined Scope of Work for the Sierra Foundation Project, the EIP team would perform these services as an optional task. If required due to the presence of and potential impacts on sensitive species, formal coordination with responsible agencies (research, consultation, mitigation plan development) for compliance with Section 7 of the Federal Endangered Species Act and the California Endangered Species Act could be completed as an optional work task.

#### **Task 1.5.F: Wetland Habitat Identification**

The EIP team will provide a delineation of wetland habitat boundaries in accordance with the classification system found in Classification of Wetlands and Deepwater Habitats of the United States (Cowardin 1979). This effort will be completed by the use of National Wetland Inventory maps and site inspection. It should be noted that while this method of delineation is officially adopted by the U.S. Fish and Wildlife Service, it does not meet the habitat boundary determination requirements of Section 404 (b)(1) of the federal Clean Water Act.

#### **Task 1.5.G: Wetland Delineation and Permitting Assistance for Section 404 (b)(1) of the Clean Water Act**

Should wetland delineation for Clean Water Act compliance procedures be required, EIP would utilize the Unified Federal Method to complete this optional task. An estimate of the time and cost of this addition the existing scope of work is contained in the summary budget spread sheet.

#### **Task 1.5.H: Biological Impact Assessment**

EIP Associates will assess the project's potential impacts on wetlands, riparian habitat, and the aquatic environment onsite and on the adjacent American River Parkway and the Bannon Island Nature Study Area. This assessment will focus on construction related impacts and direct and indirect impacts resulting from project operation.

Short-term and long-term impacts on resident and migratory wildlife, including rare and endangered species will be clearly defined and evaluated. The EIP team will evaluate the project's potential aquatic and fisheries impacts from construction and operation. We will use information from existing impact analyses from nearby marina developments, accepted water quality projection parameters, recreational fishing projections and existing terrestrial and aquatic impact analyses. Close coordination with other members of the consultant team will ensure complete evaluation of water quality, riparian and riverine impact potential.

### Construction Impact Assessment (Aquatic)

Indirect and direct impacts to the aquatic and terrestrial environment which may result during construction of the project will be discussed. EIP will evaluate potential impacts resulting from increased turbidity, sedimentation and possible cement spills during in-water excavation and construction. We will use information from existing impacts analyses from nearby marina developments and water quality data. Mitigation measures to control turbidity, decrease bank erosion and sedimentation during construction and preventative measures to ensure in-water cement spills will be presented.

### Construction Impact Assessment (Terrestrial)

In addition to disturbances to the aquatic environment, EIP will determine impacts of construction activities on the local upland environment including, existing shoreline vegetation, wildlife species, rare and endangered species, nearby business and residential developments. We will describe existing bank vegetation on and near the project site and quantitatively describe anticipated vegetation removal. In order to do this, we will evaluate rough grading plans and design plans prepared for the project. This evaluation will include examination of proposed alteration and/or removal of overstory and understory plants, and potential damage to remaining tree root systems from soil compaction. In addition, impacts of vegetation removal and construction along a wildlife corridor will be evaluated for possible adverse impacts to species that use it as a migratory route.

### Biological Timing Constraint Identification

EIP will contact regulatory agencies to determine allowable construction/dredging time periods during which time impacts to fish spawning/nesting habitats and benthic species are minimized. We will utilize existing information to identify the location of any known fish spawning beds or nursery habitats located instream or along the shoreline. We will gather additional information on seasonal migratory fish runs and possible delays in migrations resulting from instream disruptions or project operations.

### Construction-Induced Species Displacement Analysis

As part of our work we will evaluate displacement of wildlife and/or rare and endangered species resulting from construction activities and/or project operation.

Based on surrounding land use, EIP will describe impacts resulting from construction activities upon existing developments. In doing so, we will identify potential haul routes for construction machinery and trucks. Specific impacts of construction-related noise will be described as part of our noise analysis.

### Project Operation Impact Assessment

EIP will determine proposed project impacts resulting from operation of

the facility once construction is completed. We will describe effects on the area from increased human activity, noise and light, and increased fishing pressure resulting from added access. Existing data will be utilized to forecast the affect of added human disturbance.

#### Project Operation Water Quality Impacts to Biological Resources

Project operations which may result in introduction of increased turbidity, boat septic discharges, toxic paints and oil, storm water runoff from parking lot facilities, and gas spill during refueling and moorage will be evaluated. Working with team members from Murray, Burns and Kienlen, this information will be closely tied to overall project impacts upon water quality. We will determine possible impacts to fish migration and changes in the resident fish population from continual disturbances and modification of water quality and temperature resulting from boat mooring.

#### **Task 1.5.I: Matrix of Biological Impacts and Concerns**

A matrix of potential biological impacts and concerns associated with the proposed project will be fully developed and evaluated. This effort will identify the full range of issues to be considered and reported.

#### **Task 1.5.J Cumulative Riparian Vegetation Analyses**

To estimate the cumulative effect of development on the existing conditions of the riparian forest of the Sacramento River Marina study area, available aerial photos will be reviewed and habitat delineations ground-truthed. The results of this analysis will be compared to the similar effort conducted for the Sacramento River Marina Carrying Capacity Study for the State Lands Commission. The investigator for that study, Anne Sands of Riparian Systems, will consult with the EIP team in its update of these 1986 findings.

#### **Task 1.5.K: Development of Mitigation Measures**

After completion of the efforts listed above, the EIP team will develop and recommend specific mitigation measures, where appropriate. The foundation of this task will be established during the completion of Biological Tasks 1.5.A through 1.5.I; research and agency coordination will identify opportunities to mesh the impact mitigation needs of this project with the resource management goals of responsible agencies.

### **1.5.L: Summary of Agency Coordination and Contact**

The EIP project team will participate in scoping meetings and agency discussions as requested. Close coordination with the National Marine Fisheries Service, California State Lands Commission staff and Reclamation District 1000 is suggested as a facet of this project task. We also suggest discussion of project compliance with Section 10 of the Rivers and Harbors Act during coordination with the Corps of Engineers. All project-related contacts with regulatory and resource agencies will be documented and reported.

### **Task 1.6: GEOLOGY AND SOILS**

Roger Foott Associates (RFA) will be the lead EIP team member in the preparation of the analysis of project impacts on geology and soils.

The geotechnical analysis tasks are presented with the assumption that adequate existing data is available to describe the project site conditions and the project plans, and to allow assessment of project impacts. No new geotechnical data generation or analyses are anticipated. If additional data collection or analyses are required, appropriate recommendations and scopes will be developed to allow generation of the required data by the designer. Alternatively, additional data can be generated by the reviewers at additional cost.

Available existing information for the area will be reviewed and a description of the soils, formations, and geologic characteristics of the project area will be developed.

#### **Task 1.6.A: Background Research**

RFA has in their files topographic maps of the area that date back to 1853 (surveyed 1887-88). These maps predate man's improvement of the natural levees of the Sacramento. RFA will review these maps along with the subsurface data available in the area (Wahler's work for the COE, soils data for the proposed project, our previous work along the American River Parkway, etc., and nearby developments) in order to develop the overall geologic characteristics of the project area.

#### **Task 1.6.B: Seismic Impact Assessment**

RFA will assess the seismic hazards of the area. Based on their current knowledge, these hazards will include seismic shaking from the Foothill Fault System and from a buried ramp thrust along the western margin of the Sacramento Valley. Earthquake potential from these and other source areas will be identified, including use of an available data base for the seismicity in the area developed for the nearby SSC studies. All geologic or seismic hazards which may impact the structure during construction and after project completion (e.g., groundshaking, slope instability, ground spreading, liquefaction) will then be identified and described.

#### **Task 1.6.C: Assessment of Grading Plans and Geotechnical Impacts**

The proposed project development and grading plans will be reviewed to identify proposed grading, pile driving, retaining walls, dredging, filling, topographic modification, erosion protection, or soil disposal which the project proposes or may require. All project alternatives will be considered. Once identified, the effect of these activities and site modifications will be assessed to establish the risk and level of impact to be anticipated. Where judged necessary, potential mitigation measures will be identified to reduce the impacts.

This assessment will concentrate particularly on the potential impacts to the existing levee system, both at the site and nearby. Of particular concern to levee stability are the impacts of excavations for underground parking and utilities, and of dredging activities. Other grading impacts of potential significance are off-site haulage of spoil materials and disposal of dredging spoils, both of which will be carefully evaluated. The need for increased levee erosion protection at the site and nearby, resulting from the proposed development will also be considered. Alternative forms of riverbank protection which include biotechnical slope protection will be considered.

#### **Task 1.6.D: Levee Stability/Integrity Impact Analysis**

The impact of the proposed project operations on the levees of the area will be assessed to identify potential threats to their structural integrity. We will evaluate the configuration of the proposed structures (office complex, marina, etc.) and assess potential threats (increased erosion, slope instability, etc.) to the levees, including an assessment of post-project levee integrity. This assessment will include rapid changes in river and groundwater levels due to flood events, and any changes in seepage conditions which may occur.

#### **Task 1.6.E: Soils Impact Analyses**

The adequacy of the soils and structures of the site to accommodate the proposed development will be assessed, including any considerations related to underground garage facilities and off-bank structures. RFA's assessment will use information on the subsurface conditions presented in the Wallace-Kuhl geotechnical report as well as data from nearby sites. Most of this data are available in RFA files.

#### **Task 1.6.F: Development of Geology and Soils Mitigation Measures**

Based on the above assessments, a comprehensive set of required mitigation measures will be proposed to remediate project geology and soils impacts. The mitigation measures will be integrated with the other disciplines working on the assessment. Mitigation measures will be considered to lessen or offset topographic modification, soil transport, pile driving, levee stability, retaining walls, fill slopes, siltation during dredging, slope protection, liquefaction, seismic shaking, and increases in ground and surface water during flood events. Mitigation measures to consider will also include guidelines and constraints for development and construction, and limitations on uses and proposed population densities. Recommendations for future studies

will be developed as appropriate.

**Task 1.7: WATER QUALITY, DRAINAGE, AND HYDROLOGY**

The Murray, Burns and Kienlen (MBK) staff will work with other members of EIP team to provide independent analysis of the water dependant systems that could be impacted by the development of the Sierra Foundation Project. The long history of coordination between team members will lend itself to effective collaboration for this riverine project analysis.

**Task 1.7.A: Water Quality Background Research**

Murray, Burns and Kienlen (MBK) will review existing water quality and river sediment sampling data from adjacent projects and other sources, in order to assess the potential impact of each project alternative on water quality. This task will be coordinated with experts from EIP and Roger Foott Associates.

**Task 1.7.B: Water Quality Impacts from Construction and Project Operations**

Based on the project alternatives description, it is anticipated that any proposed special measures to control construction and subsequent operational runoff quality and quantity will not be complex. MBK will evaluate the envisioned effectiveness of proposed special measures, and identify any impacts resulting from these.

Based on the applicant's project data, and data available from adjacent properties, MBK will evaluate the potential impacts of project alternatives due to fueling activities. This is expected to be confined to individual fueling activities based on the project alternatives description which indicates there will be no on-site fuel facilities. In addition, MBK will assess the potential water quality impacts due to the collection of solid waste from the marina and restaurant facilities.

Based on the applicant's project data, and data available from adjacent properties, MBK will evaluate the potential impacts of the project alternatives from the sewage pump-out facilities. The adequacy of the applicant's proposed marina pump-out station will be evaluated, with special emphasis on the potential for spillage and the capacity of the system. Discussion of maintenance and haul out facilities will be limited as the project description indicates there will be no such facilities.

**Task 1.7.C: Water Quality Mitigation Measures**

Mitigation measures for project-generated impacts to water quality will be developed for the Sierra Foundation project. Best Management Practices (BMPs) for these impacts will be included within this analysis.

**Task 1.7.D: Drainage Plan and Setting**

Utilizing project designs and other available data, MBK will present existing surface drainage conditions for the specific project area and in its context within the Sacramento River system.

**Task 1.7.E: Drainage Impact Assessment**

Based on project alternatives design information and other available data, MBK will assess the impact of surface runoff in the project area on the on-site drainage system. MBK will work closely with Roger Foott Associates in determining the impact of surface runoff on the saturation of the levee system. Based on project alternative data received from the applicant, MBK will qualitatively evaluate the need for the marina and other project alternatives to incorporate special designs to effectively drain the project area.

**Task 1.7.F: Drainage Impact Mitigation**

Mitigation measures for project impacts to drainage systems will be developed and presented within this EIR section.

**Task 1.7.G: Baseline Hydrologic Conditions**

Corps of Engineers and other recent flood control studies and models will be reviewed by MBK to establish baseline hydrologic conditions.

**Task 1.7.H: Hydrology Impact Analyses**

It is anticipated that the evaluation of the potential for alterations in the course of the Sacramento River can be accomplished through utilization of existing Corps of Engineers hydraulic models (HEC-2 and/or DWOPER) and studies performed as a result of recent flood control studies. MBK will utilize project alternatives information and these studies and make a determination of the potential for river course changes due to the different project alternative configurations, and if necessary, propose mitigation schemes to prevent this from occurring.

### **Task 1.7.I: Hydrologic Hazard Assessment**

Utilizing existing data and information on increased boat traffic obtained from Korve Engineering, MBK will make an assessment of water related hazards (particularly due to flooding) to people and property under the project alternatives.

### **Task 1.7.J: Hydrologic/Geomorphic Impact Analyses**

This task is an extension of the work required in Task 1.7.H above. As such, MBK expects that evaluation of project alternatives and their potential for alterations in the currents or course of the Sacramento River can be accomplished through utilization of existing Corps of Engineers hydraulic models and studies performed as a result of recent flood control studies. MBK will utilize project information and these studies and make a determination of the potential for river current and course changes due to the alternative configurations. This task will include a discussion on the following potential impacts:

- a. A diminution of the channel flood capacity resulting from the marina or any river bank protection devices.
- b. A reduction in river flow velocity.
- c. Increase in on-site or downstream sediment deposition.
- d. Increase downstream bank erosion.
- e. Increase hydraulic velocities or pressure to either the cross stream or downstream banks resulting from the marina or river bank protection devices.
- f. Need for special treatment with respect to debris deflectors.

### **Task 1.7.K: Hydrology Impact Mitigation**

MBK will develop and present mitigation measures to lessen significant hydrologic impacts of the Sierra Foundation Project.

## **Task 1.8: CULTURAL RESOURCES**

To ensure accurate characterization of the historic and pre-historic cultural resources of the Sierra Foundation Project site, the EIP team is joined by Eleanor Derr of Cultural Resources Unlimited. Her familiarity with the Sacramento area and the form and location of archival information will provide through cultural resources research, impact analysis and effective mitigation measure development.

### **Task 1.8.A: Pre-field Research**

A record search will be performed at the Archaeological Inventory Information Center to determine if the project area has previously been subjected to any archaeological surveys, and if any historic or

prehistoric sites are known to occur on the project property or in the immediate vicinity.

**Task 1.8.B: Archival Research**

In addition to the above, archival research will be conducted in libraries, museums, and governmental records agencies to gather data on the property concerning previous uses and associated persons. Local historians, Native Americans, and others likely to have knowledge of the area will also be interviewed.

**Task 1.8.C: Archival Research to Identify Potential Underwater Resources**

The Sacramento River was, of course, used a great deal in the historic period and several ship wrecks occurred in the downtown area, and north of downtown (notably at the Taylor Monument vicinity). Discussions with Trish Davey, Project Manager for the City of Sacramento Environmental Services Division, indicated that it would be appropriate to postpone intensive survey of the underwater cultural resources of the project area until archival investigations are completed. For the purposes of the DEIR, additional archival research will be conducted to identify the probability of finding ship wrecks or other significant cultural resources in and about the project area. Existing sonar investigations of the river bottom in the project vicinity will be reviewed and documented.

If information is revealed suggesting the possibility of underwater archaeological resources at the Sierra Foundation project site, a subsequent field study could be completed for inclusion in the EIR (see Task 1.8.G).

**Task 1.8.D: Field Work**

If no archaeological survey has yet been performed on the property, an intensive field survey will be conducted. Transects at approximately 20-meter intervals will be walked, with zigzagging between to ensure that all land areas are observed (wherever intensive brush/vegetation covers do not render direct visibility impossible). In addition, areas of potential extreme sensitivity such as areas of known historic use will be given special attention.

All sites located during the survey will be mapped, photographed, and recorded on standard forms. All sites will be evaluated for significance and potential eligibility to the National Register.

**Task 1.8.E: Cultural Impact Analysis**

A chapter addressing cultural resources impacts will be prepared (with maps of the project location and survey area), including background, prehistoric, and historic information on the general area and specific project site; investigative methodology; a statement of findings and significance determinations.

### **Task 1.8.F: Development of Cultural Resource Mitigation Measures**

Mitigation alternatives, if required will be fully developed and coordinated with the California Historic Preservation Officer and other responsible agencies.

### **Task 1.9: NOISE**

The site is impacted by existing and future noise from I-5 and Garden Highway. River traffic can also be a source of noise, and the publicity surrounding Metro Airport operation noise indicates a discussion of this source as well.

The proposed study will include a minimum of six hours of on-site field noise measurements, including daytime, evening and nighttime hours. More time will be included if required for an adequate description of the noise environment.

A thorough description of the project and its surroundings will be provided, discussing its potential for affecting the surrounding noise environment, as well as the design elements affecting the impact from ambient sources, as listed above.

Existing and future (2006) noise exposures will be calculated. Existing traffic noise levels will be measured on a sampling basis, as described above, and the measurement data used to calibrate the Federal Highway Administration Highway Noise Prediction Model. This model generates noise levels considered accurate to within plus or minus two decibels and is generally consistent with the Housing and Urban Development Department model. It is also the model currently in most common use for traffic noise assessments.

Airport noise assessment will be based on contour maps published by Metro Airport officials. To the extent that aircraft movements occur during the field work, additional data may be included. Sound Exposure Levels (SEL) will be measured if significant noise events occur. Metro Airport noise impacts are expected to be relatively low in absolute numbers, but a discussion will be included, not the least because of the negative publicity about the Metro Airport operations in recent years.

PKA prepared the noise section of the Lighthouse Marina EIR in the summer of 1985. In that connection considerable information was gathered on the noise impact of a marina, as well as on the noise levels of pleasure boats on the river. This information will be used to assess the noise impact of river traffic, both the impact of ambient boat traffic on the proposed project and the impact of the river traffic noise generated by the additional marina proposed.

Calculations of noise levels will be performed for interior spaces and evaluated against speech interference criteria, as well as against common criteria for acceptable conditions in office environments.

Construction noise impacts will be evaluated on off-site receptors, as will operation-related impacts, mainly resulting from increased roadway and river traffic.

The noise environment and the effect of the proposed project will be evaluated in terms of the absolute noise levels, comparable with City of Sacramento Noise Element and Noise Ordinance standards. An evaluation will also be made of the increase in noise levels as a result of the project, affecting both the project itself and the surrounding noise sensitive receptors.

The calculated noise levels will be evaluated against the standards developed by the city of Sacramento and pertinent State and Federal agencies, and mitigation measures developed to assure compliance with these standards. If complete mitigation will be infeasible in certain areas, this will be clearly stated.

To complete all work in a timely manner, existing and projected future traffic volumes should be made available to us at the initiation of the project. We will also need information on the predicted traffic generation of the project, preferably in the form of a complete traffic report.

The findings, conclusions and recommendations will be summarized in a written report. If all background material is made available, the project can be completed within 5 working days of receipt of written authorization to proceed.

**TASK 2: REVISE ADMINISTRATIVE DRAFT CHAPTERS AND PREPARE DRAFT CHAPTERS**

The EIP team will respond to comments from in-house staff review of administrative draft documents. The revised Draft Chapters will be provided to the City for incorporation into the Draft EIR for public release.

**TASK 3: ASSIST THE CITY IN RESPONDING TO COMMENTS RECEIVED DURING THE DRAFT EIR COMMENT PERIOD**

Comments received by the City during the EIR review period will be reviewed by the EIP team, as appropriate. These key staff members will assist the City in the preparation of written responses.

**TASK 4: ATTEND PUBLIC MEETINGS, PUBLIC HEARINGS AND AGENCY MEETINGS**

Key members of the EIP team will attend up to three (3) meetings and two (2) Public Hearings and up to three (3) regulatory agency meetings, as requested by the City.

**Table 1.  
Schedule**

ADEIR chapters due	June 10, 1991
Revise ADEIR chapters/ DEIR chapters Due	July 25 - August 5, 1991
DEIR Public Review Period	August 12 - September 25, 1991
Write responses to comments on DEIR/* AFEIR due	October 2 - October 9, 1991
FEIR comment period	October 25 - November 7, 1991

This schedule estimates dates and durations, these are subject to change depending upon the complexity and amount of comments received.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH EIP ASSOCIATES

FEE SCHEDULE/MANNER OF PAYMENT

1. The CITY shall pay CONSULTANT a total sum not-to-exceed \$103,968 for services pursuant to the Agreement. Payment shall be limited to a maximum of 75 percent of the cost estimated for each task 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.

TASK 1:	PREPARE ADMINISTRATIVE DRAFT EIR CHAPTERS	73,571.00
TASK 2:	REVISE ADMINISTRATIVE DRAFT CHAPTERS AND PREPARE DRAFT CHAPTERS	7,815.00
TASK 3:	ASSIST THE CITY IN RESPONDING TO COMMENTS RECEIVED DURING THE DRAFT EIR COMMENT PERIOD	8,059.00
TASK 4:	ATTEND PUBLIC MEETINGS, PUBLIC HEARINGS AND AGENCY MEETINGS	5,130.00

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 I (President)	\$150
Principal II	\$115
Senior Associate I	\$100
Senior Associate II	\$ 90
Associate	\$ 85
Senior Professional	\$ 75
Professional I	\$ 70
Professional II	\$ 60
Technician I	\$ 55
Technician II	\$ 45
Technician III	\$ 35

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. Subcontractors

o	Transportation/Circulation Korve Engineering	\$28,550
o	Geology and Soils Roger Foott Associates	15,548
o	Water Quality, Drainage, and Hydrology Murray, Burns, and Klenlen	15,685
o	Cultural Resources Eleanor Derr Associates	1,290
o	Cumulative Analysis Riparian Systems	1,700
o	Noise Peter Klaveness & Associates	<u>1,980</u>
	<b>TOTAL</b>	<b>64,753</b>

B. Other Direct Costs

Xeroxing	500.00
(Photocopies are charged at \$.15/page)	
Mileage	200.00
(Mileage is charged at \$.30/mile)	
Technical Supplies and Services	1,650.00
Delivery	400.00
Mailing	50.00
Other	<u>400.00</u>
<b>Total</b>	<b>3,200.00</b>

Direct costs (i.e., travel, meals, lodging, auto rentals, telephone, printing, graphic materials, etc.) and subcontractor fees are subject to a 10% administration charge.

Administrative fee on expenses and subconsultants  
**Total** 6,193.00

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 3 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 301  
Sacramento, CA 95814  
Attn: Michelle Basurto  
Ref: PN/P#: SIERRA FOUNDATION (P90-345)

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 EIP ASSOCIATES

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

EXHIBIT D

GENERAL PROVISIONS

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, 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 to which any or all of them may be subjected, by reason or, or resulting from, directly or indirectly, the performance of this contract by Consultant whether \*or not caused in part by passive negligence of a party indemnified hereunder. 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 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, 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>	<u>      </u>
Business Auto Liability	<u>  X  </u>	<u>      </u>
Worker's Compensation & Employees' Liability	<u>  X  </u>	<u>      </u>
Professional Liability (Errors and Omissions)	<u>      </u>	<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:IX 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. Revision of unacceptable work shall not be construed as additional work and therefore shall not be compensated.
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.

**PERSONNEL AND PUBLIC EMPLOYEES COMMITTEE  
AGENDA**

April 18, 1991

City Council Chamber's Conference Room  
915 "I" Street  
Second Floor  
Sacramento, California  
2:00 p.m.

1. Interviews for the Construction Codes Advisory & Appeals Board
2. Interviews for the Sacramento/Yolo Port District

\* \* \* \* \*

COMMITTEE MEMBERS: Ferris (Chair), Kastanis, Mueller, Fargo