City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2017-00586 | May 30, 2017 | **Discussion Item 21**

Title: Sacramento Convention Center Renovation and Expansion Project – Authorization for Project Design, Owner's Representatives Services and Funding for those Services (Published for 10-Day Review 05/11/2017)

Location: 1400 J Street, District 4

Recommendation: Pass a Resolution to: 1) authorize the City Manager or his designee to proceed with the design of the Sacramento Convention Center renovation and expansion project; 2) authorize the City Manager or his designee to execute an agreement with Populous, Inc. for the design of the Convention Center renovation and expansion project for an amount not to exceed $6,764,375; 3) authorize the City Manager or his designee to execute an agreement with Rider Levett Bucknall Ltd. to provide owner's representation services for the Convention Center renovation and expansion project during the design phase for an amount not to exceed $1,855,000; 4) authorize the City Manager or his designee to approve a $3.4 million internal loan from the Community Center Fund (Fund 6010) to the Convention Center Complex Renovation Project (M17100100) on the terms outlined in Exhibit C; 5) authorize the City Manager or his designee to approve a $3.8 million internal loan from the General Fund (Fund 1001) to Project M17100100 based on the terms outlined in Exhibit D; 6) authorize the City Manager or his designee to approve a $3.8 million internal loan from the Innovation and Growth Fund (Fund 2031) to Project M17100100 based on the terms outlined in Exhibit E; 7) authorize the City Manager or his designee to increase the expenditure budget in M17100100 by $11 million with a transfer of $3.4 million from available fund balance in Fund 6010, $3.8 million from available fund balance in Fund 1001, and $3.8 million from Fund 2031; 8) authorize the City Manager or his designee to delete 1.0 vacant full-time equivalent (FTE) Supervising Architect position in the Department of Public Works, and add 1.0 FTE Supervising Engineer position in the Department of Public Works; and 9) direct the City Manager and City Treasurer to return in August 2017 with a framework for the financing of the Convention Center expansion and renovation, including both Phase 1 and Phase 2; potential project assistance for a proposed convention-serving hotel; and creation of the proposed Destination Sacramento fund including eligibility of projects, sources, and timing.

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

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

Attachments:
1-Description/Analysis
2-Background
3-Resolution
4-Exhibit A - Design Professional Services Agreement with Populous, Inc.
5-Exhibit B - Professional Services Agreement with Rider Levett Bucknall Ltd.
6-Exhibit C – Convention Center Project Interfund Loan Terms (Fund 6010)
7-Exhibit D – Convention Center Project Interfund Loan Terms (Fund 1001)
8-Exhibit E – Convention Center Project Interfund Loan Terms (Fund 2031)

powered by Legistar™

Description/Analysis

Issue Detail: On October 18, 2016, City Council directed staff to continue exploring options for expansion of the Sacramento Convention Center (SCC), including financing opportunities. Since that time, staff has worked with the City's consultants, Populous and Rider Levett Bucknall (RLB), to evaluate the constraints and opportunities of the existing facility. In addition, staff also pursued different financing options for the expansion including the use of loans from the California Infrastructure and Economic Development Bank (I-Bank).

In order to evaluate different options and gain important public input, Mayor Steinberg and Councilmember Hansen hosted a series of five public workshops on the SCC. These meetings explored:

- Transient Occupancy Tax (TOT) regulations, uses, and growth trends
- Existing challenges with the current building
- Use and occupancy of the building
- SCC performance
- Trends in the convention center industry
- Relationship between convention centers and hotels
- A review of competitors
- Design options including an evaluation of exhibition and meeting space needs
- Potential economic impact
- Sales and marketing
- Private operations and
- Development cost.

The materials from those public meetings are available on the City's website at: http://www.cityofsacramento.org/Convention-Cultural-Services/Divisions/Convention-Center/Renovation.

The outcome of those workshops was a recommended design alternative and direction to staff to explore private operation, management and marketing of the SCC. The recommended design, developed by Populous with staff and community input, includes two major phases. The first phase would result in a 205,000-square foot (sf) building:

- Exhibit hall: 121,500 - 161,500 sf
- Meeting space: 21,500 - 43,500 sf
- Ballroom: 24,000 and 40,000 sf
- Total: 205,000 sf

The first phase includes expanded exhibit space, a new kitchen, pre-function space, additional meeting rooms, an east lobby and a new west lobby. A new plaza between the SCC and the

powered by Legistar™

Community Center Theater (CCT) would be constructed which would include an outdoor amphitheater. For purposes of this report, staff is using a construction cost estimate of $90 million; however, at the early stage of the project it is difficult to estimate the total project cost. Once a design-assist contractor is selected the construction cost and total cost estimates will be further refined.

The second phase would include a new 40,000 sf ballroom on the second floor of the west side of the SCC along with a second kitchen attached to ballroom, additional restrooms, and pre-function space.

An expedited schedule was developed to reduce potential construction cost escalation. If Council authorizes the construction phase and the bond issuance later this year, construction would start in March 2018 and conclude in late 2020. The schedule is designed to minimize impact on the operations of the Convention Center as well as to avoid disrupting or displacing to the extent possible all events already booked during this time frame.

The renovation and expansion takes advantage of the Convention Center's location in the center of Downtown with close proximity to several full-service hotels. The new design will provide amenities not only for visitors and event attendees, but also for Sacramento residents as the public plaza will be designed as a community gathering place that can host events, presentations, and shows by Sacramento's performing arts community. Most importantly, the new design which has more meeting rooms and exhibit space as well as a new east and west lobby will allow for the stacking of events that has the potential to generate greater hotel usage throughout the week and thus more TOT revenue. The background to this report contains the key information presented during the public meetings as well as the preferred design option.

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

- ERC 4.1.5 The City shall support renovation and expansion of Convention Center facilities and adjacent supportive infrastructure, including hotels, to attract top tier national and international events.

Economic Impacts: Based on an analysis prepared by Visit Sacramento, which assumed an additional 350-room hotel as well as the new Sawyer hotel, the Convention Center expansion would, within 5 years after completion, result in an estimated increase in Convention Center occupancy from 48% to 62.4% within the City of Sacramento. In addition, the estimated

number of Group A events (i.e., citywide conventions that generate significant hotel demand and drive economic impact) would increase by 36 each year. This would result in an estimated annual increase of over 170,000 new hotel room nights in the City, resulting in approximately $22 million annually in new hotel revenues. The City's TOT revenue will increase by almost $2.7 million annually based on these estimates.

An October 2016 analysis by CBRE estimated a new 400-room hotel would generate an additional $2.3 million in new annual TOT revenue. A more recent update in May 2017 by CBRE that factored in the expansion of the Convention Center and the aforementioned hotel, showed a $6.4 million increase in new annual TOT growth by 2026. That TOT amount would grow to an $18.5 million increase by 2056. These analyses do not account for spending by Convention Center attendees. According to the Bay Area Council Economic Institute (BACEI) average spending from visitors is about $108 per person per day and average hotel room rates in Sacramento for conventions is $152 per night.

Environmental Considerations: On April 25, 2017, City Council approved a contract with Environmental Science Associates (ESA) to begin the environmental review of the renovation and expansion of the Convention Center. An environmental impact report (EIR) is being prepared for this project and will be completed prior to the start of construction. However, the actions contained in this report to carry out design work and release of a Request for Proposals (RFP) will have no significant effect on the environment and are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3). This report only proposes that the City enter into a professional services agreement with Populous, Inc. for design of the potential renovation and expansion of the Convention Center and a professional services agreement with Rider Levett Bucknall Ltd. for owner's representative services during the design phase of the potential renovation and expansion of the Convention Center. The design agreements will impose no obligation on the City for construction of the Convention Center renovation and expansion. No project or definitive transaction documents regarding construction shall be deemed to be approved, until after (i) the proposed project is reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), and (ii) any additional conditions or changes to the project based on the CEQA review have been resolved in a manner acceptable to the City.

As required by law, the City retains the sole and independent discretion as the lead agency to, among other things, balance the benefits of the Convention Center renovation and expansion project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and determine not to proceed with the Convention Center renovation and expansion project. No legal obligations to approve the project construction exist unless and until the CEQA environmental review process has been completed.

Sustainability: The project will be designed utilizing energy efficient standards and will reduce the carbon footprint contribution, therefore helping meet the City of Sacramento's sustainability goal. The facility will be designed in accordance with City policy LU 8.1.5 LEED Standard for City-Owned Buildings, which requires LEED (Leadership in Energy and Environmental Design) Silver or equivalent standard.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The preparation of design documents for the SCC will allow a design-assist contractor that will be selected shortly for this project to develop a Guaranteed Maximum Price (GMP) for the project for future City Council consideration. The further refinement of the concept plans for the Phase 1 SCC expansion will allow for the fine tuning of the cost estimate and will better define the project scope. This information will be needed by various parties involved in the project financing to secure construction loans, contingent upon future Council direction.

Financial Considerations: At the project definition stage, the preliminary construction cost estimate of $90 million includes contingency reserves and unit costs that will be refined as the project design advances. During the schematic design work, a total project cost estimate will be developed to cover construction, contingency reserves and soft costs of project delivery. It is important to note that Sacramento's construction industry is experiencing higher than normal cost escalation which has been affecting cost estimates for both labor and materials. At the current six percent annual escalation, construction costs increase by one-half of a percent per month.

The City Treasurer's Office (CTO) has been working with the City Manager's Office, Finance Department, and Convention & Culture Services Department to review and refine the cash flow assumptions and update long-term cash flow projections of the Community Center Fund for purposes of sizing financing for the CCT and SCC project. Upon Council approval, the City will issue TOT-backed bonds in the fall and will apply and secure loans from the I-Bank as well as evaluate other sources.

Supplementary funding is needed now to begin the design work, retain a design-assist contractor, retain owner's representative and advisory services as well as prepare the necessary studies for the SCC project. Staff is recommending an $11 million loan to the project (M17100100) through transfers of $3.4 million from available fund balance in Fund 6010, $3.8 million from available fund balance in Fund 1001, and $3.8 million from Fund 2031. This loan would be paid back upon issuance of the bonds in October 2017. In the event that City Council decided not to move forward with the SCC project and did not issue the bonds for the SCC expansion, then Funds 6010, 1001, and 2031 would incur the loss and not be repaid.

The loan will be used to cover the following tasks for the SCC project:

- Design
- Owner's representative and advisory services
- Design-assist contractor services
- Further TOT analyses and financing work
- Continued economic analyses
- Environmental review and preparation the EIR
- Traffic analysis
- Hazardous materials survey and testing
- Geotechnical survey
- Design review, entitlements and coordination
- ALTA survey and title reports and
- Labor compliance for early surveying, geotechnical and hazardous materials testing work.

To provide the necessary expertise for this project, the City team needs a Supervising Engineer. The Public Works Department has identified a vacant 1.0 FTE Supervising Architect position (position #00037036) to be eliminated, offsetting the cost of a 1.0 FTE Supervising Engineer.

Staff will return in August 2017 with a framework for financing the Convention Center renovation and expansion, including both Phase 1 and Phase 2 as well as potential project assistance for a proposed convention-serving hotel and creation of the proposed Destination Sacramento fund including eligibility of projects, sources, and timing.

Local Business Enterprise (LBE): Neither Rider Levett Bucknall nor Populous is a LBE. The minimum participation was waived due to the unique qualifications of Populous and RLB and the need for continuity based on their prior involvement in the SCC project.

Preferred Convention Center Renovation and Expansion Option

The preferred option for the Convention Center renovation and expansion as developed by Populous with staff, community and stakeholder input is shown below (see Option 02). Staff is recommending Phase 1 to Council at this point. In the future as funding is available, Phase 2 could be developed upon Council authorization. Phase 1 will be designed to accommodate Phase 2. The potential construction phasing is shown in detail on page 4. The features of the preferred design include:

- Demolition of original west facility
- Expansion of exhibit, meeting and ballroom space
- New east and west lobbies
- Creation of events plaza between SCC + Community Center Theater
- Improved connectivity front and back of house
- Improved food service
- Kitchen built in Phase 1 for maximum flexibility
- Phased construction for business continuity
- Future ballroom incorporated into design
- Central plant co-located to support SCC and Community Center Theater
- New electrical service to support SCC and Community Center Theater

This design would result to a total sellable area that would include:

- 121,500 - 161,500 sf exhibit hall*
- 21,500 - 43,500 sf meeting space**
- 28 breakout rooms
- 40,000 sf ballroom***

Total: Phase 1 = 205,000 sf, Phase 2 = 245,000 sf

Notes:
**40,000 sf multipurpose hall in Phase 1*
***When existing ballroom is used as meeting space*
****Phase 2 construction*

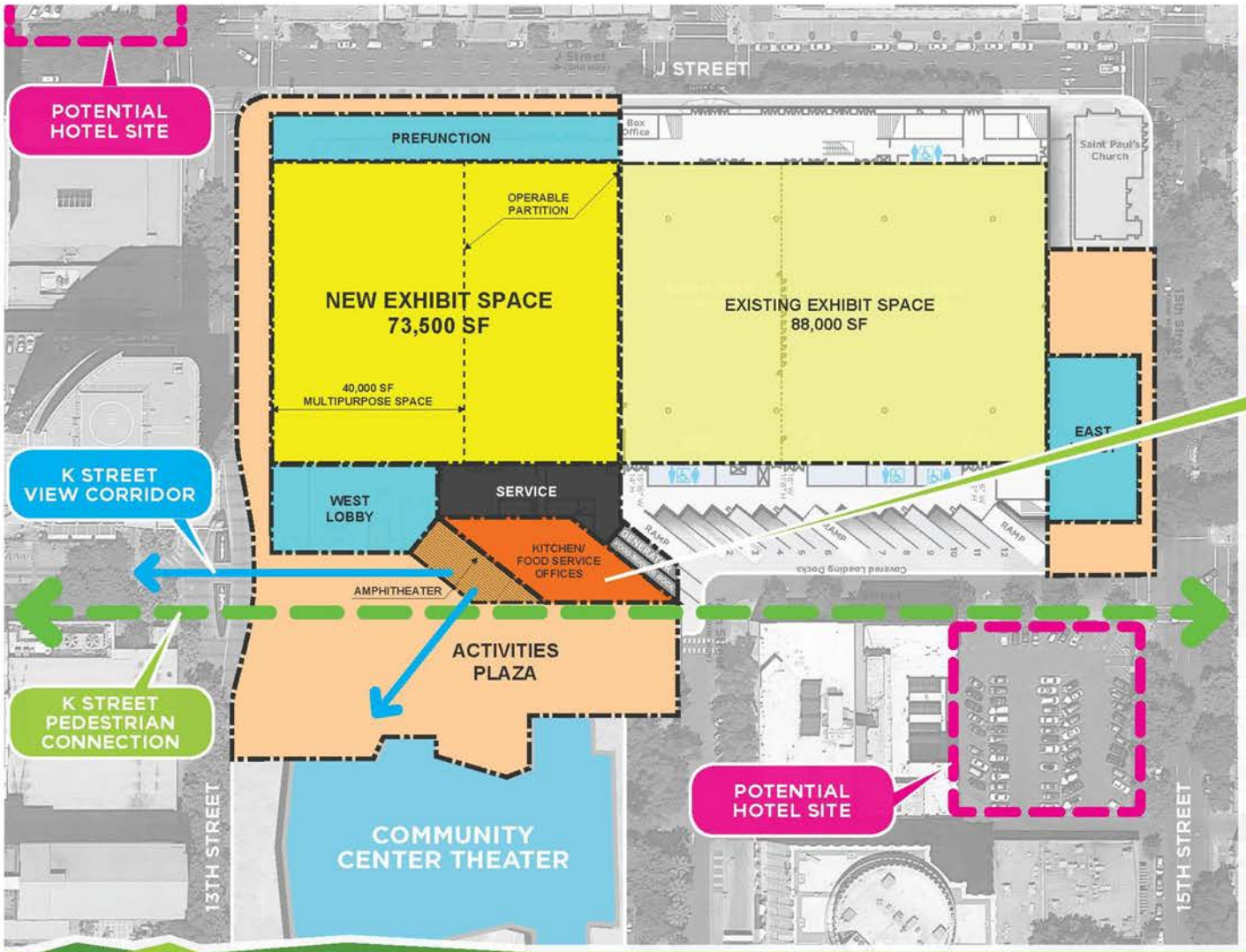


EXHIBIT HALL EXPANSION

PREFUNCTION/SUPPORT

NEW LOBBIES (REGISTRATION, CAFES, RESTROOMS, VERTICAL CIRCULATION)

NEW EVENTS PLAZA & AMPHITHEATER

NEW PHASE 1 KITCHEN

PHASE 1 SELLABLE TOTALS

TOTAL:	205,000 SF
EXHIBIT HALL:	121,500 - 161,500 SF
MEETING SPACE:	21,500 - 43,500SF
BALLROOM:	24,000 & 40,000SF

PHASE 2 SELLABLE TOTALS

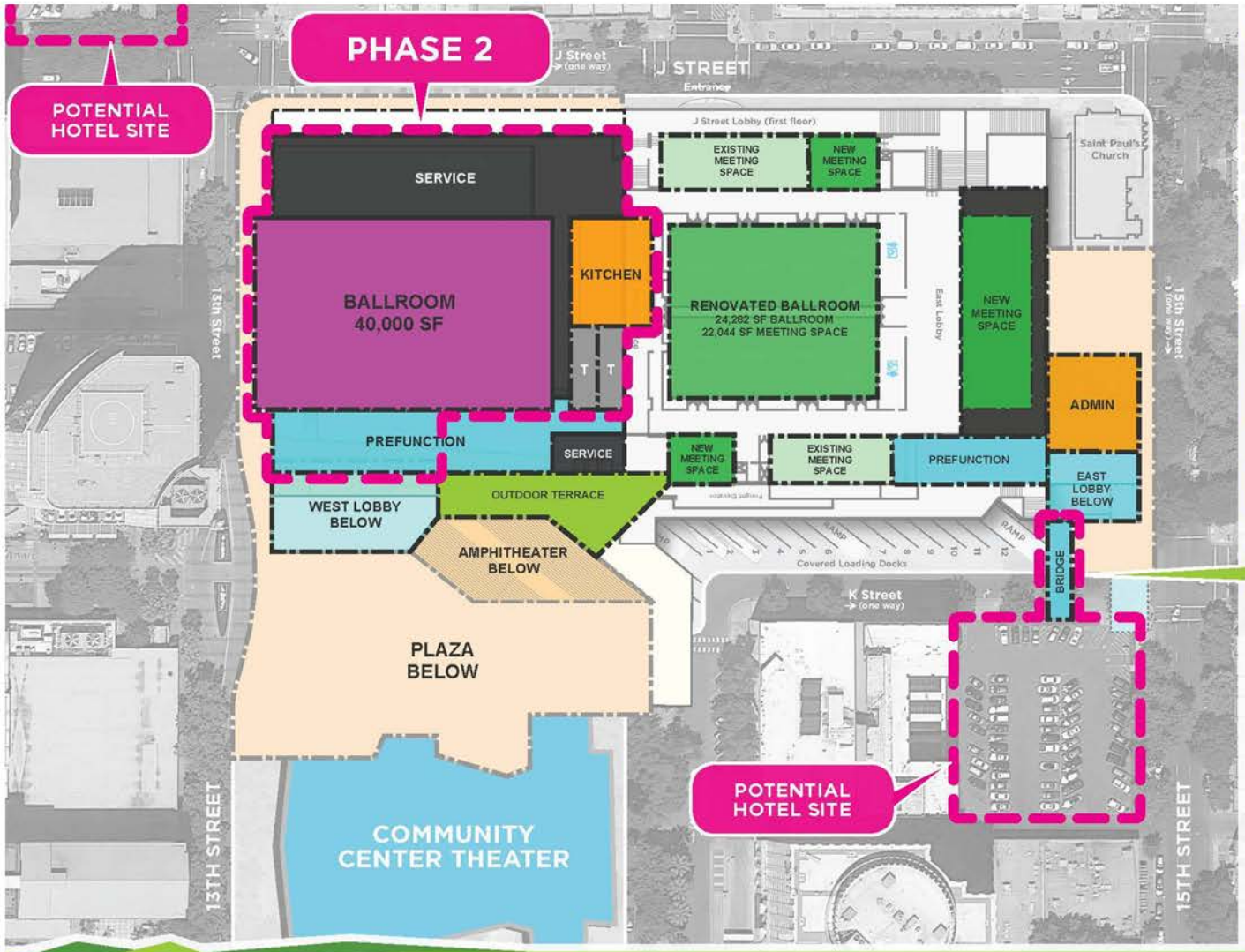
TOTAL:	245,000 SF
EXHIBIT HALL:	161,500 SF
MEETING SPACE:	43,500 SF
BALLROOM:	40,000 SF

OPTION 02 - LEVEL 01

POPULOUS

100' 200' 300' 500' N

MARCH 23, 2017



PHASE 1 SELLABLE TOTALS

TOTAL:	205,000 SF
EXHIBIT HALL:	121,500 - 161,500 SF
MEETING SPACE:	21,500 - 43,500SF
BALLROOM:	24,000 & 40,000SF

PHASE 2 SELLABLE TOTALS

TOTAL:	245,000 SF
EXHIBIT HALL:	161,500 SF
MEETING SPACE:	43,500 SF
BALLROOM:	40,000 SF

OPTION 02 - LEVEL 02

POPULOUS

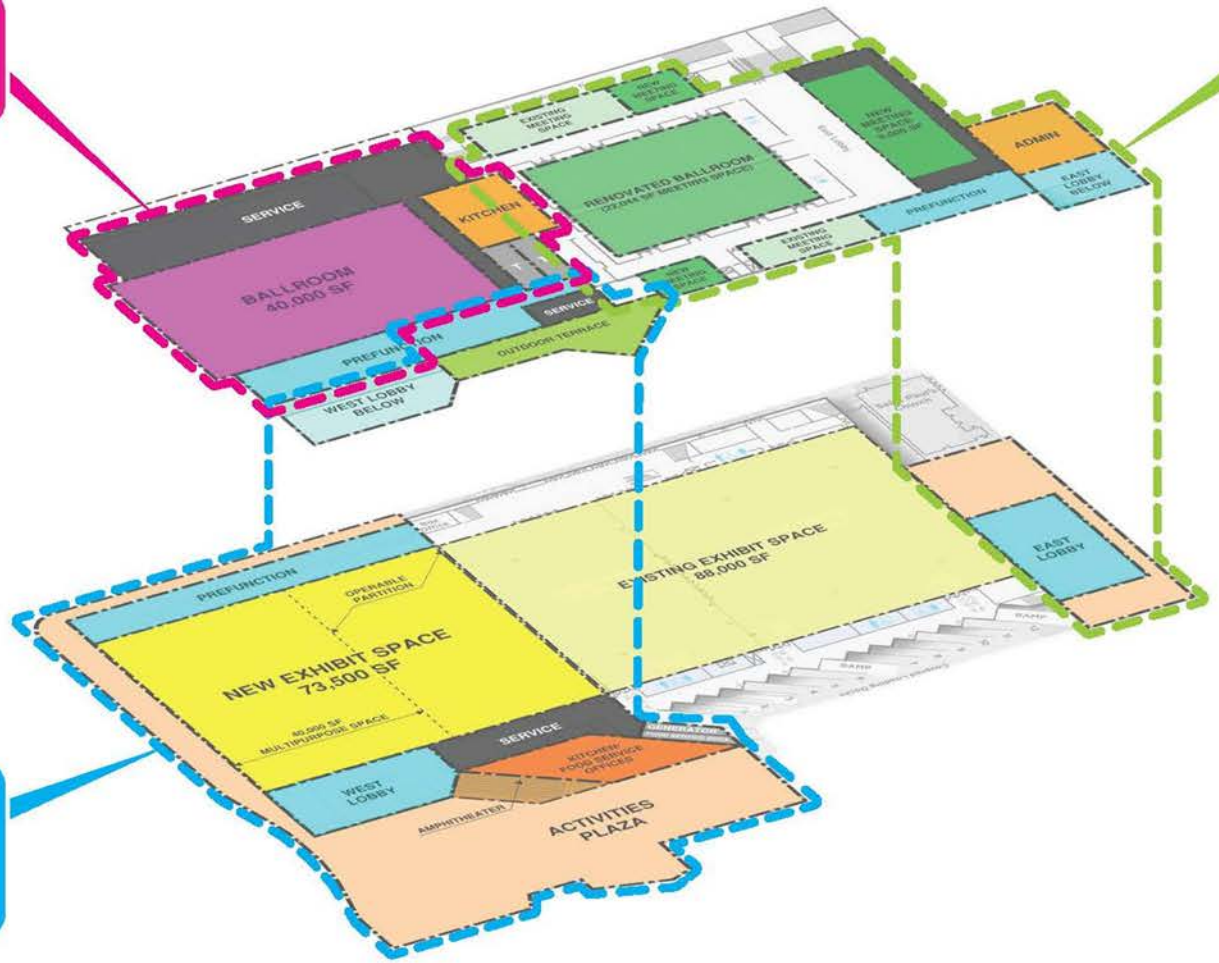
100' 200' 300' 500'

N

MARCH 23, 2017

PHASE 2
BALLROOM, KITCHEN
PREFUNCTION, TOILETS
SERVICE CONNECTION

PHASE 1A
EAST LOBBY
MEETING ROOMS
ADMINISTRATION
EAST CONNECTOR
UTILITIES

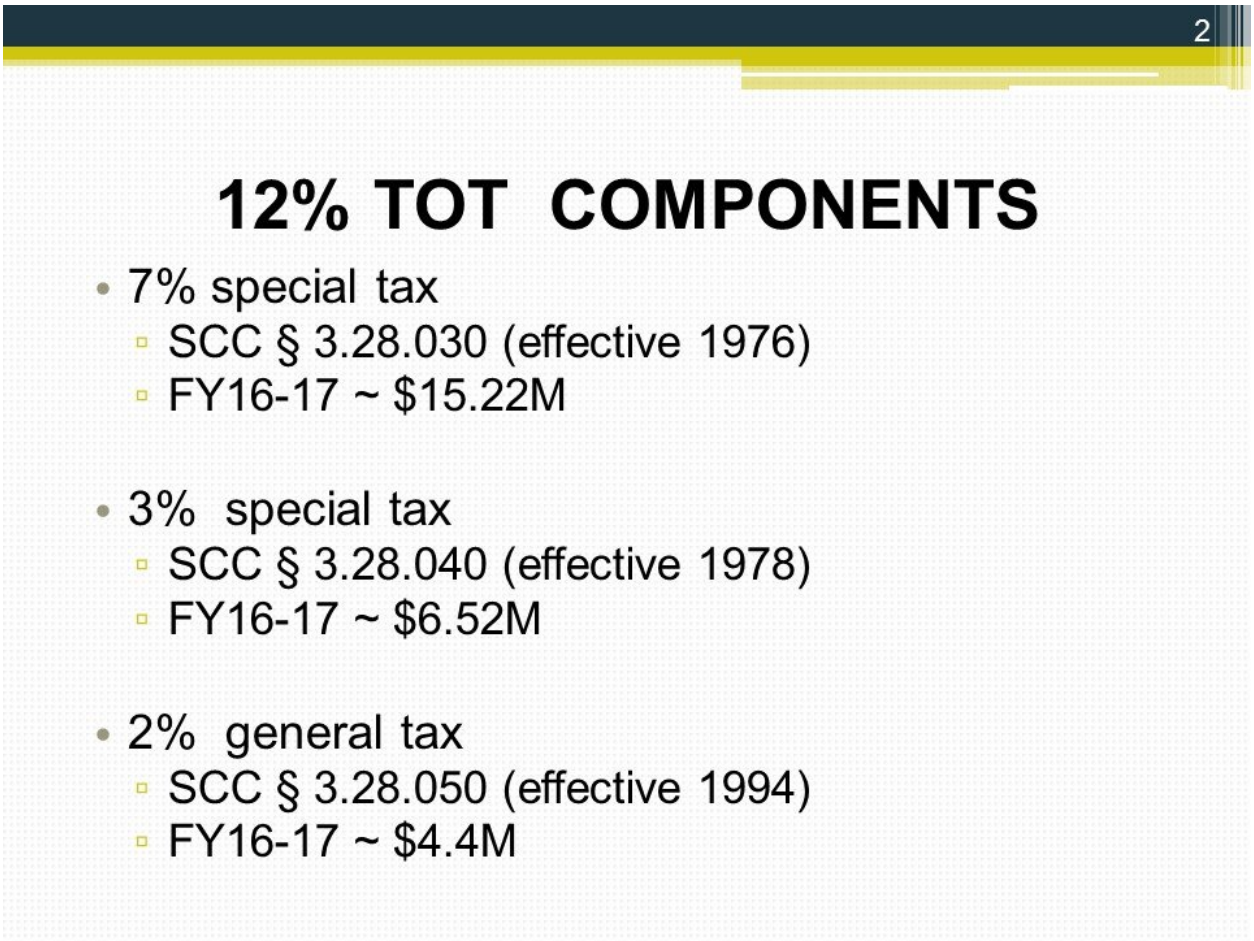


PHASE 1B
EXISTING FACILITY DEMO
EXHIBIT EXPANSION,
WEST LOBBY, KITCHEN,
SUPPORT, EVENTS PLAZA
WEST LOBBY CONNECTOR

OPTION 02 - PHASING

Transient Occupancy Tax

The following slides provide background the City's TOT revenue including components, use, and historical revenue.



USE OF TOT

- Special taxes (7% + 3%) are restricted (SCC § 3.28.180):
  - Administration of chapter
  - "Acquisition, construction, completion, operation, repair and maintenance of public assembly and convention halls, including convention center, auditorium, and little theater buildings with facilities for convention meetings, and public assemblies (including dramatic and musical performances), public off-street parking facilities and other site improvements related thereto; lands, easements, and rights-of-way; and other works, property or structures, necessary or convenient for public assembly and convention halls"
  - For the facilities described above, any expenses of acquisition, including bond principal payments and interest; and lease payments
- Additionally, a sum certain must fund the Sacramento Convention and Visitor's Bureau each year. (FY16-17 ~ $1.4M)

Historical TOT Revenue *(2002/03 - 2008/09)*

Fiscal Year	TOT Revenue	Percent Change
2002/03	$16,199,060	-
2003/04	$16,106,195	-0.6%
2004/05	$17,238,134	7.0%
2005/06	$18,495,189	7.3%
2006/07	$20,587,247	11.3%
2007/08	$21,023,451	2.1%
2008/09	$18,949,541	-9.9%

Historical TOT Revenue *(2009/10 - 2015/16)*

Fiscal Year	TOT Revenue	Percent Change
2009/10	$16,983,775	-10.4%
2010/11	$18,431,604	8.5%
2011/12	$18,815,879	2.1%
2012/13	$19,756,679	5.0%
2013/14	$21,444,451	8.5%
2014/15	$23,810,447	11.0%
2015/16	$26,002,688	9.2%

Convention Center Business and Operations

The following provides information on the type business, current occupancy levels by type of business, and utilization.

Convention Center – Group A Business

- Group A Business
    - Booked by Visit Sacramento
    - Primary Focus: Citywide Conventions
    - Generates significant hotel demand and drives economic impact
- Types of Group A Business:
    - Major conventions that drive TOT at multiple hotels for *at least* two consecutive nights
    - Conventions, conferences and tradeshows: Smaller events that drive TOT to a minimum of one hotel

Convention Center – Group B Business

- Group B Business
    - Booked by the City's Sacramento Convention Center team
    - Events have secondary booking priority to Group A business
    - Generate modest hotel demand
- Examples include:
    - Performing arts, concerts and entertainment
    - Small tradeshows and consumer shows
    - Receptions and food functions
    - Meetings
    - Graduations

Convention Center Complex Operations and Expenditures

The Sacramento Convention Center Complex (SCCC) is comprised not only of the Convention Center, but also the Community Center Theater and Memorial Auditorium. Because the three facilities are operated as one complex, the revenues and expenses cover all the facilities. Historically, the Theater and Auditorium break even or operate at a loss and the Convention Center has been profitable and has offset any shortfalls.

As shown in the table below, Convention Center operations have been profitable. During the recession, the Convention Center was able to cover related shortfalls by using excess profits earned in prior years. On average the Convention Center generates about $437,000 annually based on the last nine years of operation.

Non-TOT Revenue Expenditures (Complex Operations)

In Thousands of Dollars

	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010	FY 2009	FY 2008	Avg.
Carryover	$4,212	$3,864	$3,827	$4,218	$3,010	$2,629	$2,647	$2,241	$-	
SCCC Revenue	$8,775	$8,729	$7,834	$7,213	$8,794	$7,892	$7,758	$8,635	$8,773	$8,267
SCCC Expenses	$9,057	$8,381	$7,797	$7,604	$7,586	$7,512	$7,777	$8,228	$6,532	$7,830
Difference	$(282)	$348	$37	$(391)	$1,208	$380	$(19)	$407	$2,241	$437
Net Results	$3,930	$4,212	$3,864	$3,827	$4,218	$3,009	$2,628	$2,648	$2,241	

Notes:

Convention Center Complex includes: Memorial Auditorium, Community Center Theater, and Convention Center

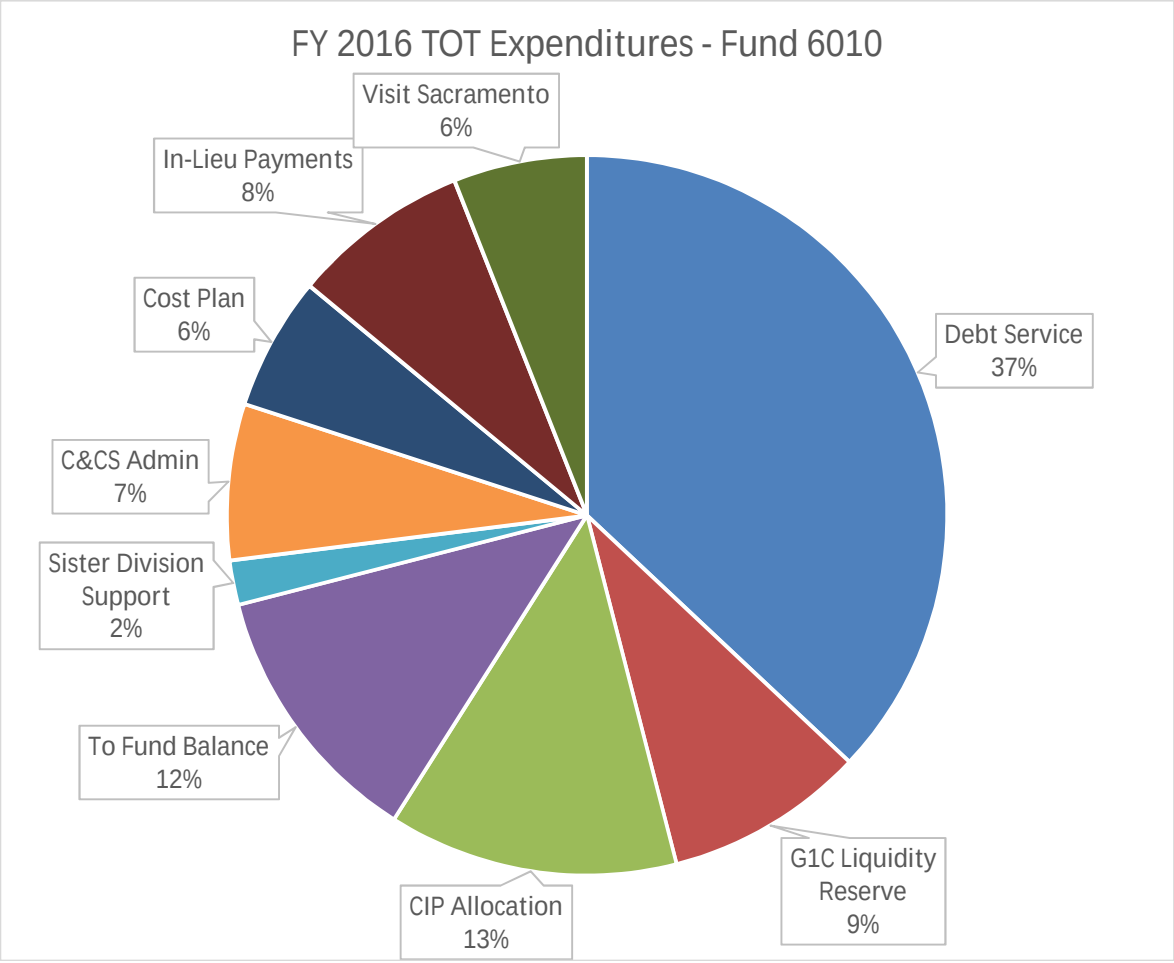
FY 2016 – Increase in employee services due to changing schedules, increase in service due to greater attendance (143,000 people)

FY 2013 – Revenue collected lower due to the number and types of events held

FY 2010 – Revenue collected lower than anticipated due to the recession.

TOT Expenditures

As noted previously, no TOT funds are used to cover operating expenses for the Convention Center. Instead, TOT funds have been used to pay for debt service related to facility improvements; to support arts and tourism groups, such as Visit Sacramento and the Sacramento Metropolitan Arts Commission; to support sister divisions within the Convention and Cultural Services department; and to support the General Fund. In addition, TOT funding was used as part of the back-up funding to cover debt-service on the City-owned Golden 1 Center (G1C) to ensure protection of the General Fund in case of a recession. The table below shows the allocation of TOT funds in fiscal year 2016 from the Community Center Fund (Fund 6010).

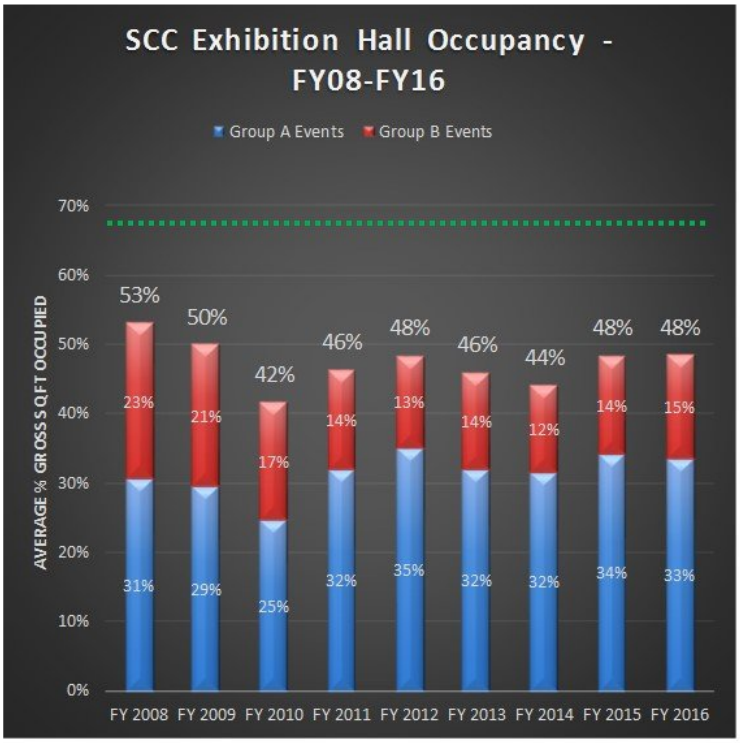


Convention Center Performance – Sacramento and Competitors

The following information presented by the City's owner's representative, Rider Levett Bucknall (RLB), at the public workshops show the overall performance of the Convention Center, industry standards and trends and how Sacramento compares with others.

RLB Rider Levett Bucknall

4. What Can We Learn from the Data?



Source: City of Sacramento, Convention & Cultural Facilities Department

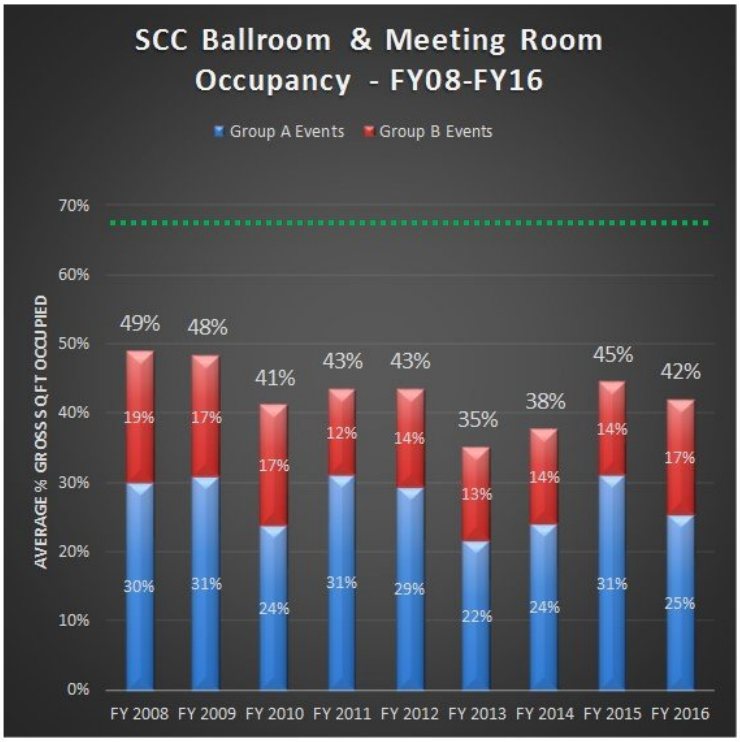
Exhibition Halls

Utilization
- FY 2016 Occupancy @ 48%
- Capacity to Host More Events

Driver
- Group A Events

Trends
- Total Utilization Consistent
- Group A Up Slightly
- Group B Down Slightly

Sacramento Convention Center | Stakeholder Meeting 6 February 2017



Source: City of Sacramento, Convention & Cultural Facilities Department

Meeting Space

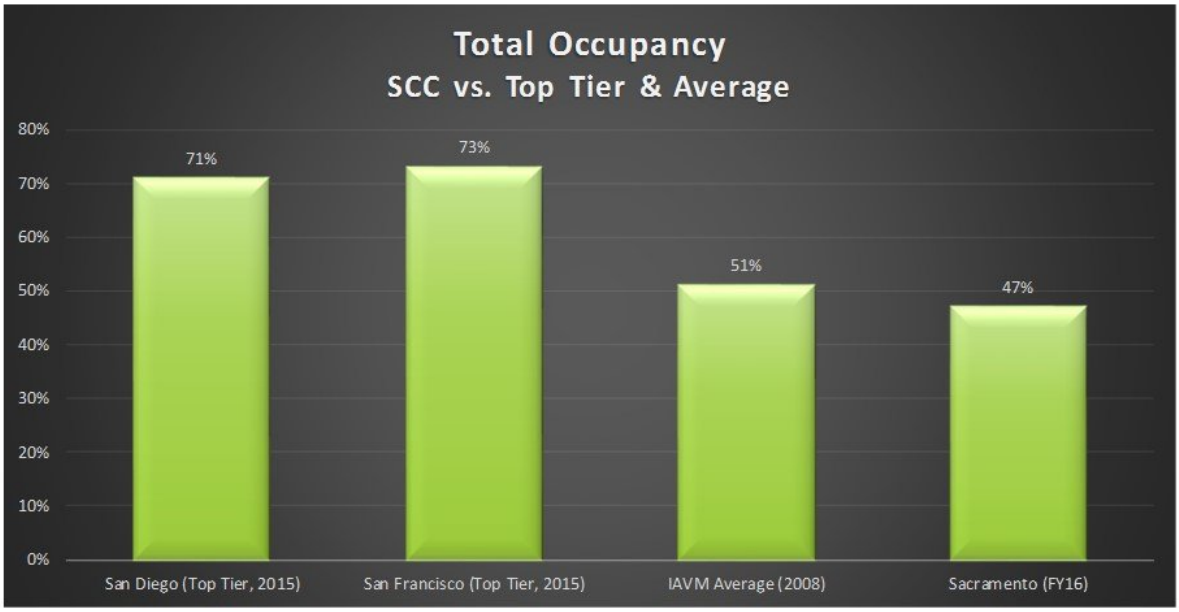
Utilization
- FY 2016 Occupancy @ 42%
- Capacity to Host More Events

Driver
- Group A Events

Trends
- Total Utilization Down Slightly
- Group A Down Slightly
- Group B Consistent

Why is Maximum Practical Occupancy 70%?

- Demand for Specific Dates
- Demand for Specific Days of the Week
- Gaps Between Events
- Residual Spaces
- Holidays
- Building Maintenance



Sources:
Market Demand and Economic Impact Analysis for Potential San Diego Convention Center Expansion, CS&L, August 2015
Moscone Convention Center Efficiency Assessment, Johnson Consulting, December 2016
Benchmarking Survey Report, IAAM, 2008
City of Sacramento, Convention & Cultural Facilities Department

Takeaways

- Maximum Practical Occupancy is ~70%
- SCC Exhibition Hall Occupancy is at ~50%; Meeting Space is Slightly Lower
- Type A Events Drive Occupancy – SCC and Hotels
- SCC Has Capacity to Host More Events
- Building Layout Constrains Marketability, Occupancy and Revenue
- Need to Look Into Additional Decision Factors

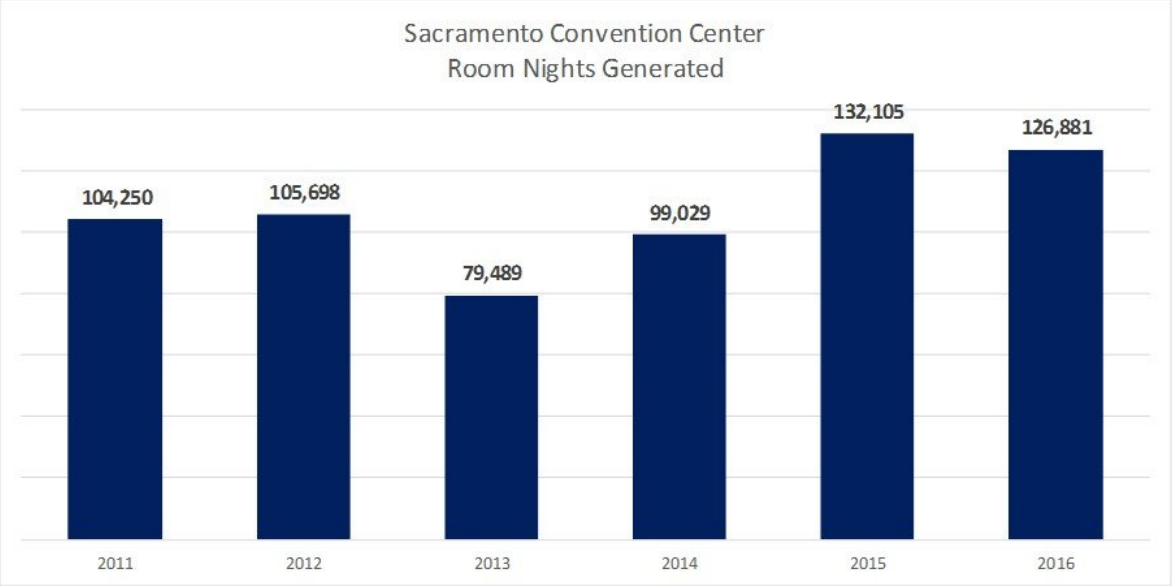
Performance and Economic Impact

Overall, convention center attendance has a strong influence on hotel room nights generated, particularly in the Downtown area near the center. Though Convention Center-related room nights only represent about 20% of total downtown, they typically have the highest room rates and an outsized impact on TOT revenue growth. Convention centers do not only affect TOT revenue, they also result in other proceeds that flow to the City, County and State. These are result of visitor spending.

RLB Rider Levett Bucknall

5. How Do We Measure Performance?

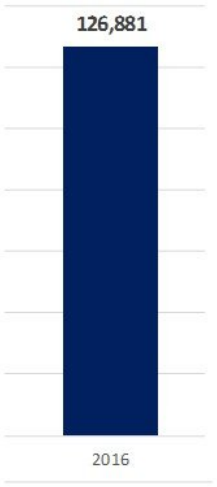
Economic Engine Metric



Source: Visit Sacramento

Economic Engine Metric

Sacramento Convention Center
Room Nights Generated



SCC-Generated Room Nights Represent ~20% of Downtown Total

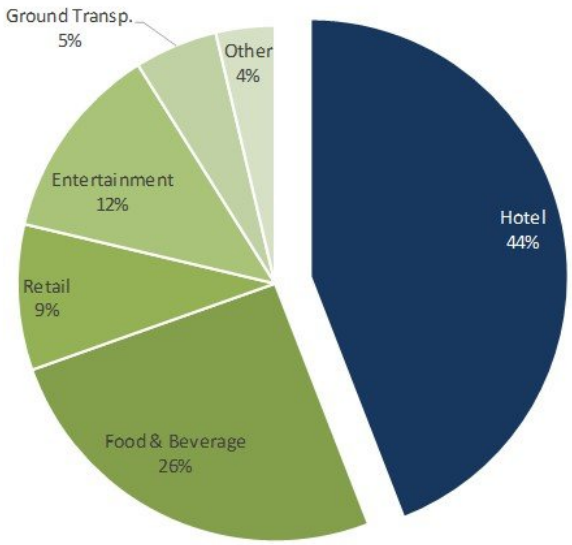
Downtown Hotels

- 7 of 68 Properties in Total Market
- 2138 of 8070 Total Rooms
- Highest Avg Daily Rate
- Responsible for 42% of Total TOT

Sources: Visit Sacramento
City of Sacramento TOT Analysis, CBRE, Oct 2016

Conventions Drive Revenue Beyond TOT and City

Typical Spending from Conventions (IMPLAN Model)



Other Benefactors

- State General Fund, Education Protection Account, Local Revenue Funds, Local Public Safety Fund, Fiscal Recovery Fund, Budget Stabilization Fund
- County General Fund, Transportation Fund
- City General Fund

Convention Center Usage and Need

In order to come up with a preferred option, Populous explored several different configurations and evaluated those against convention center industry standards.

OPTIONS ASSESMENT



EXISTING — % INCREASE
E: 137,000 SF
M: 21,667 SF
B: 24,282 SF
T: 182,949 SF



OPTION 01
E: 145,300 SF 6.0%
M: 37,645 SF 73.7%
B: 24,282 SF 0.0%
T: 207,227 SF 13.2%



OPTION 02
E: 160,000 SF 16.7%
M: 45,000 SF 107.7%
B: 40,000 SF 64.7%
T: 245,000 SF 33.9%



OPTION 03 PHASE 01
E: 195,300 SF 42.6%
M: 25,103 SF 15.9%
B: 24,282 SF 0.0%
T: 244,685 SF 33.7%



OPTION 03 PHASE 02
E: 195,300 SF 42.6%
M: 56,904 SF 62.6%
B: 40,000 SF 64.7%
T: 292,204 SF 59.7%

● Market Defficiency
○ Defficiency
○ Improved Defficiency
● Market Adequate

	EXISTING	OPTION 01	OPTION 02	OPTION 03 P1	OPTION 03 P2
BALLROOM					
Must Be Used as Meeting Space	●	●	●	○	○
Lobby Too Small	○	○	●	○	●
Kitchen Too Small	○	○	○	○	○
Kitchen Not Adjacent	○	○	○	○	○
Meeting Rooms 100-105					
Too Small	●	●	●	●	●
Circulation	○	○	○	○	○
Meeting Rooms 201-205					
Too Small	●	●	●	●	●
Too Big	○	○	○	○	○
Circulation	○	●	●	●	●
Meeting Rooms 301-305					
Too Small	○	○	○	○	○
Too Few	●	●	●	○	○
Meeting Rooms 316-319					
Too Small	○	○	○	○	○
Too Few	●	●	●	○	○
Exhibit Hall A					
Lobby Too Small	●	●	●	●	●
Exhibit Hall B					
Lobby Too Small	●	○	○	●	●
Exhibit Hall C					
Ceiling Height - Too Low	●	●	●	●	●
Utilities	○	○	○	○	○
Exhibit Hall D					
Ceiling Height - Too Low	●	●	●	●	●
Utilities	○	○	○	○	○
Truck/Service Access	●	●	●	●	●
Lobby Too Small	○	○	○	○	○
Exhibit Hall E					
Ceiling Height - Too Low	●	●	●	●	●
Utilities	○	○	○	○	○
Truck/Service Access	●	●	●	●	●

Convention Center Design vs. Actual Usage

By analyzing the actual usage of the Convention Center by major events, Populous demonstrated that despite the design of the existing building, it is used quite differently. Large groups do not use the 24,000 square-foot (sf) ballroom, but instead use it as meeting space since it can be split into 10 meeting rooms. In addition, Exhibit Halls C, D and E, which are the older substandard exhibit spaces on the west side of the building are typically configured as a general session/ballroom space instead even though this space was not designed for that purpose.



The Preferred Option and Potential Economic Impact

As shown on pages 1-4 of the Background, Populous developed a preferred alternative (Option 2) that provided additional meeting room and exhibition space as well as a new kitchen and plaza area. Most importantly, the design includes new east and west lobbies and a direct connection for all exhibit halls to the loading dock. This design will significantly improve the operation and efficiency of the Convention Center as it will allow it to "stack" events. The design allows for one event to happen on the west side while another event loads in and sets up on the east side. So rather than having one event move in, set up, occur and then move out over several days tying up the use of the Convention Center, the new preferred option allows for one event to start while the other is wrapping up. So rather than generating strong hotel demand during just one part of the week, the preferred option has the potential to generate strong hotel demand throughout the entire week as the result of its ability to stack multiple events.

The analysis below by Visit Sacramento shows the potential economic impact of the preferred option based on the assumption that there will be one more full-service 350-room hotel built nearby in addition to the new Sawyer hotel.

New Groups, Incremental Room Nights, & Convention Center Occupancy after Expansion

Group Opportunity @ 165,000 SF	
1) New Groups	26
2) Expansion of current groups into more space	10
Total Incremental Number of Groups	36
Annual Room Nights Generated	
New Convention Center Group Rooms added annually, in the contracted room blocks	120,746
Rooms outside the Contracted Group Block	30,187
Total Incremental Rooms from Expansion	150,933
Average New Room Nights Generated per group after expansion	4,193
Group ADR Current	$ 150.00
Total Annual Incremental Revenue @ Stabilization	$ 22,639,875
Total Annual Incremental TOT @ Stabilization	$ 2,716,785

Convention Center Occupancy @ Stabilization	
First Quarter	66.22%
Second Quarter	64.34%
Third Quarter	62.55%
Fourth Quarter	56.63%
Total Occupancy %	62.44%

RESOLUTION NO. 2017-

Adopted by the Sacramento City Council

AUTHORIZING AGREEMENTS AND FUNDING FOR THE DESIGN OF THE SACRAMENTO CONVENTION CENTER RENOVATION AND EXPANSION

A. On October 18, 2016, City Council directed staff to further evaluate the potential renovation and expansion of the Convention Center.

B. Based on input from staff, stakeholders and the public, a new layout for the future Convention Center design was developed.

C. Populous is recommended as the architect for the project based on its extensive experience with convention center design as well as their experience with and knowledge of the Sacramento Convention Center.

D. Rider Levett Bucknall Ltd. (RLB) is recommended as the City's owner representative on the Convention Center based on their background, expertise and familiarity with convention center expansion projects.

E. Populous was originally selected through a 2013 Request for Proposals process and RLB was originally selected through a 2016 Request for Proposals process.

F. The Convention Center renovation and expansion is needed not only to modernize and improve the facility but to accommodate, retain and attract existing and new convention and event business as well as generate additional transient occupancy tax (TOT) revenue growth.

G. On January 24, 2017, City Council approved Resolution No. 2017-0036 which allows for issuance of bonds for the Community Center Theater, Memorial Auditorium and Convention Center projects to be used to cover design and other costs associated with these projects.

H. Funding is needed presently from the available fund balance in the Community Center Fund (Fund 6010), the General Fund (Fund 1001) and the Innovation and Growth Fund (Fund 2031) to pay for the design, design-assist contractor, owner's representative and other related services necessary for the design of the Convention Center renovation and expansion. The funding is being advanced until the bonds for the project are issued, at which time these funds will be reimbursed. In the event the City Council does not authorize construction of this project, the funds will not be repaid.

I. The project team needs a Supervising Engineer to provide oversight of the project, and a vacant position has been identified and will be eliminated offsetting the cost of adding the needed position.

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

Section 1. The City Manager or his designee is authorized to proceed with the design of the Sacramento Convention Center renovation and expansion project.

Section 2. The City Manager or his designee is authorized to execute an agreement with Populous, Inc. for the design of the Convention Center renovation and expansion project for an amount not to exceed $6,764,375.

Section 3. The City Manager or his designee is authorized to execute an agreement with Rider Levett Bucknall Ltd. to provide owner's representation services for the Convention Center renovation and expansion project during the design phase for an amount not to exceed $1,855,000.

Section 4. A $3.4 million internal loan from Fund 6010 to the Convention Center Complex Renovation Project (M17100100) is authorized based on the terms outlined in Exhibit C.

Section 5. A $3.8 million internal loan from Fund 1001 to Project M17100100 is authorized based on the terms outlined in Exhibit D.

Section 6. A $3.8 million internal loan from Fund 2031 to Project M17100100 is authorized based on the terms outlined in Exhibit E.

Section 7. The expenditure budget in M17100100 shall be increased by $11 million with a transfer of $3.4 million from available fund balance Fund 6010, $3.8 million from available fund balance in Fund 1001, and $3.8 million from Fund 2031.

Section 8. The City Manager or his designee is authorized to delete 1.0 vacant full-time equivalent (FTE) Supervising Architect position in the Department of Public Works, and add 1.0 FTE Supervising Engineer position in the Department of Public Works.

Section 9. The City Manager and City Treasurer are directed to return in August 2017 with a framework for the financing of the Convention Center expansion and renovation, including both Phase 1 and Phase 2; potential project assistance for a proposed 400-room convention-serving hotel; and funding for the proposed Destination Sacramento fund.

Section 10. This resolution only authorizes execution of a professional services agreement with Populous, Inc. for design of the potential renovation and expansion of the Convention Center and a professional services agreement with Rider Levett Bucknall Ltd. for owner's representative services during the design phase of the

potential renovation and expansion of the Convention Center. The design agreements impose no obligation on the City for construction of the Convention Center renovation and expansion. No project or definitive transaction documents regarding construction shall be deemed to be approved, until after (i) the proposed project is reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), and (ii) any additional conditions or changes to the project based on the CEQA review have been resolved in a manner acceptable to the City. As required by law, the City retains the sole and independent discretion as the lead agency to, among other things, balance the benefits of the Convention Center renovation and expansion project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and determine not to proceed with the Convention Center renovation and expansion project. No legal obligations to approve the project construction exist unless and until the CEQA environmental review process has been completed.

Exhibit A – Design Professional Services Agreement with Populous, Inc.

Exhibit B – Professional Services Agreement with Rider Levett Bucknall Ltd.

Exhibit C – Convention Center Project Interfund Loan Terms (Fund 6010)

Exhibit D – Convention Center Project Interfund Loan Terms (Fund 1001)

Exhibit E – Convention Center Project Interfund Loan Terms (Fund 2031)

PROJECT NAME: Convention Center Renovation and Expansion
AGREEMENT TERM: Expires June 30, 2021
DEPARTMENT: City Manager's Office
DIVISION: Executive Office

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS

THIS AGREEMENT is made at Sacramento, California, as of _____ ("Effective Date"), by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Populous, Inc.
4800 Main Street, Suite 300
Kansas City, MO 64112
816-221-1500

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and

equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: ***http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements.*** By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at: ***http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements.*** By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

8. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: Francesca Lee Halbakken

Title: _____

For: Howard Chan, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A	Scope of Service
Exhibit B	Fee Schedule/Manner of Payment
Exhibit C	Facilities/Equipment Provided
Exhibit D	General Provisions

CONTRACTOR:

Populous, Inc.
NAME OF FIRM

43-1870309
Federal I.D. No.

C2206894
State I.D. No.

1024877
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____Individual/Sole Proprietor
_____Partnership
__X__Corporation *(may require 2 signatures)*
_____Limited Liability Company
_____Other (*please specify:*_____*)*



Signature of Authorized Person

Michael Lockwood, Senior Principal
Print Name and Title



Additional Signature *(if required)*

Lyle Miller, Principal (CA License: C34656)
Print Name and Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Desmond Parrington, Project Manager
City of Sacramento
915 I Street, 5th Floor
Sacramento, CA 95814
(916) 808-5044/ DParrington@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Lyle Miller, AIA C34656, Principal
Populous, Inc.
4800 Main Street, Suite 300
Kansas City, MO 64112
(816) 329-4428/ Lyle.Miller@populous.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: yes_____ no ___X___ *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

ATTACHMENT 1 TO EXHIBIT A
Scope of Services

DEFINITIONS

For purposes of this Attachment 1 to Exhibit A, the following definitions shall apply:

Additional Services: Services in excess of the Basic Services, as specified in Article 3 below. Architect shall only perform Additional Services upon advance written authorization from Owner. If Additional Services are authorized by Owner, Architect shall be compensated for the Additional Services as mutually agreed upon in writing between Architect and Owner.

Architect: Populous, Inc.

Architectural Program: The scope of work for the design agreed upon by the City and Architect, as set forth in Section 2.2.1.

Bidding Documents: Those drawings and specifications prepared by the Architect and used by the General Contractor to solicit bids from subcontractors, vendors, and suppliers.

Bidding Phase: The period of time during which the General Contractor is soliciting bids.

Certificate for Payment: The Architect's representation to the Owner that the Work has progressed to the point indicated in the General Contractor's application, and that the Work, to the Architect's best knowledge, information, and belief, is in accordance with the Contract Documents, as further defined in Section 2.6.10.

Construction Cost: The total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

Construction Documents: Those drawings and specifications prepared by the Architect and used by the General Contractor for the construction of the Project.

Contract Documents: Those drawings and specifications prepared by the Architect as set forth in this Agreement.

Contract for Construction: The contract that City executes with the General Contractor for construction of the Project.

Contract Sum: The amount specified in Attachment 1 to Exhibit B.

Estimated Construction Cost: The cost obtained by Owner from a cost consultant or General Contractor selected by the Owner as set forth in Section 2.2.2.7.

Fixed Limit Construction Cost: The limit of cost for construction of the Convention Center project.

General Contractor: The contractor hired by Owner to complete construction and design-assist services for the Project.

GMP: The guaranteed maximum price for the Work prepared by the General Contractor as set forth in Section 2.4.6.

GMP Development Phase: The period from 50% Design Development and 100% Design Development during which the IGMP and GMP is prepared by the General Contractor as set forth in Sections 2.4.5 and 2.4.6.

IGMP: The initial guaranteed maximum price for the Work prepared by the General Contractor as set forth in Sections 2.4.5 and 2.4.5.1.

Level of Development: The level of detail in Building Information Modeling **(**BIM) for the Project (i.e., Level of Development 100, 200, 300, etc.),

Negotiation Phase: The period of time for the negotiation of the Guaranteed Maximum Price (GMP).

Optional Services: Services during the construction period in excess of the Basic Services below, and as further defined in Section 2.6. Architect shall only perform the Optional Services upon advance written authorization from Owner. If Optional Services are authorized by Owner, Architect shall be compensated for the Optional Services as specified in Attachment 1 to Exhibit B.

Owner: The City of Sacramento.

Project: The renovation and expansion of the Sacramento Convention Center located at 1400 J Street, Sacramento, CA 95814.

Record Documents: The final set of drawings prepared by the Architect which include the specifications and drawings updated to show all changes to the Work issued by the Architect during the course of construction, including information contained in each type of authorized change documentation issued by the Architect (Addenda, ASI, CCD, etc.).

Reimbursable Expenses: Actual expenditures of Architect that are necessary for completion of the services specified in this Attachment 1 to Exhibit A and that are specifically authorized in advance by Owner. Except for Reimbursable Expenses set forth in Section 2.7, all other Reimbursable Expenses shall be included in the "Lump Sum Design Fee" specified in Attachment 1 to Exhibit B.

Site: The location of the Sacramento Convention Center at 1400 J Street, Sacramento, CA 95814 and including parcels 006-0115-016, -017, -018, -019, and portions of the plaza in -020 as shown in the Site map in Attachment 1 to Exhibit A,

Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

Work: The construction of the Convention Center project by the General Contractor.

ARTICLE 1

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Attachment 1 to Exhibit A and any other services included in Article 7.

1.1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architects shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.1.3 The Architect shall complete all services under this Agreement according to the Estimated Project Schedule in Article 7.5, unless the Architect and Owner agree in writing to amend the Estimated Project Schedule.

1.1.4 If the services covered by this Agreement have not been completed within forty-three (43) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Attachment 1 to Exhibit B.

1.1.5 The Architect will secure written approval from the Owner to proceed to the next design phase including the Owner’s written approval of the previous design phase.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.7, and any other services identified in Article 7 as part of Basic Services, and includes the services of the design consultants listed in 2.1.1.1 – 2.1.1.14 below. No services will be provided by Architect or the Architect's consultants with regard to the detection, removal, disposal or storage of asbestos and or other hazardous materials.

2.1.1.1 Code/Life Safety
2.1.1.2 Civil Engineering
2.1.1.3 Landscape Architecture
2.1.1.4 Interior Architecture
2.1.1.5 ADA Consultant
2.1.1.6 Furniture, Fixtures and Equipment for the scope of work in the Project Description, Paragraph 7.4
2.1.1.7 Directional and Wayfinding
2.1.1.8 Food Service - One Kitchen and pantries at new meeting rooms and new multipurpose/exhibit
2.1.1.9 Vertical Transportation
2.1.1.10 Acoustical
2.1.1.11 Audio Visual
2.1.1.12 Structural Engineering
2.1.1.13 MEP/FP Lighting Engineering
2.1.1.14 Technology/Security/Data

2.2 CONCEPTUAL DESIGN PHASE

2.2.1 Review the Project description and concept diagrams attached hereto as Paragraph 7.4, work with Owner on defining the design and operational objectives for the Project, the Project scope and the Project organization in order to develop and deliver, for the approval of the Owner an Architectural Program to include the following:

2.2.1.1 List and qualitative description of required spaces, including activities, accommodations and general level of finish;

2.2.1.2 Room definitions and specific sizes, in matrix form;

2.2.1.3 Equipment and furnishing needs;

2.2.1.4 Functional diagrams and adjacencies;

2.2.1.5 Space Summary; and a written report of conclusions reached during the Conceptual Design Phase.

2.2.2 Development and delivery of Conceptual Design Documents illustrating the site plan, configuration, scale and relationship of the Project components, including the following:

2.2.2.1 A Site analysis and conceptual site plan for the Project;

2.2.2.2 A configuration for the Project, including, requirements for halls, offices, meeting spaces, storage and facility operations;

2.2.2.3 The key requirements of applicable laws with respect to the design and construction of the Project and the key requirements of governmental authorities and community groups having a special interest in the Project;

2.2.2.4 A proposed approval process for obtaining the governmental approvals for the Project;

2.2.2.5 Conceptual floor plans and massing studies for the Project;

2.2.2.6 The Architect will confirm design consultant scopes of services and generate a BIM model of the existing building. The BIM model will be generated in part using survey information

and drawings of the existing building provided by the Owner. The Level of Development for the existing building is limited to what is required for production of Construction Documents for this Project.

2.2.2.7 As a condition to completing the Conceptual Design phase, documents prepared by the Architect shall be the basis for an Estimated Construction Cost to be obtained by Owner from a cost consultant or General Contractor selected by the Owner with the requirement that said estimate shall confirm the Project to be at or below the Fixed Limit Construction Cost. Architect, as a Basic Service and without additional compensation, shall attend meetings with the Owner, Owner's Representative and cost consultant or General Contractor to discuss the Estimated Construction Cost and, if necessary, discuss appropriate changes to reduce the Estimated Construction Cost and, based on such meetings, make changes in the selection and design of details, materials, finishes, and building systems and equipment of the Project acceptable to Owner. Architect shall make such changes which shall be incorporated into revised Conceptual Design documents as expeditiously as possible in order to minimize delays and perform in accordance with the Project Schedule.

2.2.2.8 The Architect, in consultation with Owner, will update the Project schedule included in paragraph 7.5 herein.

2.3 SCHEMATIC DESIGN PHASE

2.3.1 Based on the Conceptual Design Documents approved by Owner and Owner's written authorization to proceed, Architect shall prepare Schematic Design Documents consisting of drawings and other documents further developing and illustrating the design concept, scale and relationship of the Project components for approval by Owner.

2.3.2 Architect shall coordinate with governmental authorities with respect to governmental approvals. Such coordination services shall include provision of any necessary design documents required thereby, subject to the prior approval of Owner.

2.3.3 The documents prepared by Architect for the final Schematic Design Phase submittal shall include drawings, list of specifications and a written report. The drawings shall be sufficient for Owner to obtain an Estimated Construction Cost from the General Contractor. The drawings shall include, but not be limited to, a proposed site plan, schematic plans of floor plan conditions and simplified elevations, exterior rendering and sections indicating the fundamentals of the architectural concept. Further, the report shall include a discussion of pertinent design factors, and outline descriptions of proposed systems, materials and work to be included in the Construction Contract.

2.3.4 Schematic Design documents prepared by Architect and Architect's Consultants shall contain:

2.3.4.1 Architectural and Civil

2.3.4.1.1 Drawings showing building layout, identifying the public areas, core areas (including but not limited to offices, food service facilities, storage, and restrooms) and their relationships.

2.3.4.1.2 Preliminary exterior wall cross sections and elevations indicating location and types of materials.

2.3.4.1.3 Identification of proposed finishes.

2.3.4.1.4 Site plan with building located with Project plan limit lines. Major site development such as building entries, legally required exits and fire department access, hardscape and paving, landscaping, any major mechanical or electrical equipment, access roads, typical intersection, paving and site walls.

2.3.4.1.5 Site plan showing existing utilities and capacity and proposed utilities and capacities, including but not limited to vaults.

2.3.4.1.6 Develop key relationships for mass transit, massing, neighborhood buildings, and roads.

2.3.4.1.7 Develop key interior design concepts.

2.3.4.1.8 Short form specifications.

2.3.4.1.9 Gross and net area calculations separated to show conformance with the Architectural Program.

2.3.4.1.10 Identification of design features incorporated to comply with the Americans with Disabilities Act and Title 24.

2.3.4.1.11 Coordination of architectural plans with electrical and mechanical equipment requirements.

2.3.4.1.12 Vertical transportation requirements, including locations, quantities, number of floor stops and capacity requirements.

2.3.4.2 Structural

2.3.4.2.1 Structural system layout with bay sizes, overall dimensions and floor elevations (including floor to floor heights as net dimensions). Identification of structural system options (precast, structural steel, structural long span roof design concept, etc.).

2.3.4.2.2 Column spacing for columns.

2.3.4.2.3 Preliminary foundation design.

2.3.4.2.4 Preliminary catwalk, and rigging load.

2.3.4.3 Mechanical and Plumbing

2.3.4.3.1 Block heating, ventilating and cooling loads calculations including but not limited to skin versus internal loads.

2.3.4.3.2 Alternative heating, ventilation and air conditioning (HVAC) systems compatible with load conditions.

2.3.4.3.3 Location of major equipment in allocated spaces, and anticipated electrical loads.

2.3.4.3.4 Preliminary plumbing plans, including fire protection requirements, etc.

2.3.4.3.5 Preliminary description of any specialty units.

2.3.4.4 Electrical and Lighting

2.3.4.4.1 Lighting analysis, including foot-candle requirements, and description of venue's lighting control system.

2.3.4.4.2 Major electrical equipment roughly scheduled indicating size and capacity.

2.3.4.4.3 Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and emergency generator.

2.3.4.5 Acoustical

2.3.4.5.1 Preliminary analysis of acoustic quality for other consultants to consider in their design efforts.

2.3.4.6 Special Systems

2.3.4.6.1 Identification of special system requirements for telephone, data, distributed television system, security systems, fire alarm, and other systems.

2.3.4.7 Preliminary Life Safety and Code Report

2.3.4.7.1 Provide preliminary life safety narrative, including initial exit analysis, life safety narrative, code modification analysis and identification for review with local authorities.

2.3.4.8 Building Information Modeling ("BIM")

2.3.4.8.1 During the Schematic Design Phase the Architect will provide BIM services to Level of Development 100 for this Project.

2.3.5 The Architect shall provide the materials for presentations to any applicable governmental authority or other entity as designated by Owner of the Schematic Design Documents, as requested by the

Owner. The materials for presentations shall be in the form of photographic slides, renderings, drawings, and other documents in sufficient detail necessary to illustrate conformance with the scale and relationship of the Project components including exterior design, functional relationships of interior areas, the relationship of the Project to the site and other buildings, materials to be used in construction, and the types of mechanical, electrical and structural systems to be utilized.

2.3.6 As a condition to completing the Schematic Design phase, documents prepared by the Architect shall be the basis for the Estimated Construction Cost from a General Contractor selected by the Owner with the requirement that said estimate shall confirm the Project to be at or below the Fixed Limit Construction Cost. If the Estimated Construction Cost exceeds the Fixed Limit Construction Cost, the Owner may require that Architect as a Basic Service and without additional compensation, attend meetings with the Owner, Owner's Representative and General Contractor to discuss appropriate changes to reduce the Estimated Construction Costs and, based on such meetings, make changes in the selection and design of details, materials, finishes, and building systems and equipment of the Project acceptable to Owner. Architect shall make such changes which shall be incorporated into revised Schematic Design documents as expeditiously as possible in order to minimize delays and perform in accordance with the Project Schedule.

2.3.7 The Architect, in consultation with Owner, will update the Project schedule included in paragraph 7.5 herein

2.4 DESIGN DEVELOPMENT PHASE

2.4.1 Based on the approved Schematic Design Phase submittal, Architect shall prepare, for further approval by Owner, the Design Development Documents consisting of drawings, specifications and other documents to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, materials and other essential systems, and a final Design Development Documents bid package for the Owner's use in obtaining a Guaranteed Maximum Price from the General Contractor by the end of the Design Development Phase for the use in development of an Agreement with the General Contractor.

2.4.2 The Design Development Documents shall include revised and updated versions of the Schematic Design Documents and take into account the comments of Owner and General Contractor on the final Schematic Design Phase submittal. Drawings shall include site development plan, floor plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as drawings illustrating the fundamental components of major engineered systems including structural, mechanical and electrical.

2.4.3 The Design Development Documents shall consist, at a minimum, of coordination and finalization or further development, as appropriate, of the Schematic Design documents in addition to the following:

2.4.3.1 Architectural and Civil

2.4.3.1.1 Floor plans (overall floor plans by level and floor plans at a scale of 1/8" equals 1 foot) showing structural (column grid system) system, vertical transportation elements, vertical shafts, exiting requirements, floor elevations and toilet ratios.

2.4.3.1.2 Bay sizes and overall dimensions, including interior wall ratings.

2.4.3.1.3 Building sections showing final dimensional relationships, materials and component relationships.

2.4.3.1.4 Interior partitions located and identified for material type and fire rated values.

2.4.3.1.5 Interior designs for the Project, including details as appropriate. Finish schedule identifying substantial finishes.

2.4.3.1.6 Door and hardware schedule showing quantity plus type and quality levels, including security coordination.

2.4.3.1.7 Casework identification and preliminary details.

2.4.3.1.8 Civil engineering development of the Site plan, including site demolition and clearing plans, grading plans, drainage plans, ready for submission to governmental authorities in accordance with the estimated Project Schedule.

2.4.3.1.9 Preliminary hardscape and landscape plans, paving sections, existing and proposed utility connections, backfill around utilities, and site lighting.

2.4.3.1.10 Preliminary development of details and large scale blow-ups.

2.4.3.1.11 Draft specifications including any special materials, conditions or equipment.

2.4.3.1.12 Reflected ceiling plans including key overhead items, ceiling grid and lighting and devices in ceiling.

2.4.3.1.13 Directional and wayfinding plans.

2.4.3.2 Structural

2.4.3.2.1 Floor and framing plans with structural members located and sized. Structural system description, including with respect to vertical transportation issues, catwalk system design, fall arrest system design and rigging loads.

2.4.3.2.2 Details of any special conditions, including descriptions of conditions considered, including but not limited to seismic conditions and weather conditions, such as wind, etc.

2.4.3.2.3 Outline specifications.

2.4.3.2.4 Foundation drawings completed and ready for submission to governmental authorities with calculations in accordance with the Project Schedule.

2.4.3.2.5 Slab openings and any required pits, with dimensions. Expansion joints located, sized and detailed.

2.4.3.3 Mechanical and Plumbing

2.4.3.3.1 Preliminary system selection, including detailed explanations of reasoning for selections of heating, cooling and plumbing systems.

2.4.3.3.2 Special system selections including selection of the floor utility systems and supplemental systems, if in the program.

2.4.3.3.3 Heating and cooling load calculations and major duct or pipe runs sized and coordinated with structural plans.

2.4.3.3.4 Major mechanical equipment schedule indicating size, make and model options, connected utility loads and capacity.

2.4.3.3.5 Duct shafts and risers located, sized and shown on architectural plans. Plumbing plans and details, including riser diagrams.

2.4.3.3.6 Plumbing fixture schedule.

2.4.3.3.7 Pump schedule.

2.4.3.3.8 Roof drainage system.

2.4.3.3.9 Equipment rooms sized and located.

2.4.3.3.10 Draft specifications.

2.4.3.3.11 Applicable codes identified.

2.4.3.4 Electrical and Lighting

2.4.3.4.1 Power consuming equipment and load characteristics. Total electric load. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, lighting control systems, etc.) dimensional and drawn to scale into the space allocated.

2.4.3.4.2 Draft specifications.

2.4.3.4.3 Lighting, power and office automation devices and receptacles shown on plan.

2.4.3.4.4 Light fixtures schedule, including consideration of facade and architectural lighting, event lighting.

2.4.3.4.5 Interior electrical loads estimate for systems, furniture, receptacles, lighting, food service equipment and any other special use areas.

2.4.3.4.6 Grounding and lightning protection system.

2.4.3.5 Acoustical

2.4.3.5.1 Finalize acoustical requirements for coordination purposes.

2.4.3.6 Special Systems

2.4.3.6.1 Description and any associated one-line diagrams of special systems for telephone, data, distributed television, security, fire alarm, distributed antenna system (DAS) for wireless signals.

2.4.3.7 Final Life Safety and Code Report

2.4.3.7.1 Provide final life safety narrative, including exit analysis, life safety narrative, and required code modifications, if any, that have been reviewed with local authorities.

2.4.3.8 Kitchen and Food Service Design

2.4.3.8.1 Provide complete food service design, including, layouts and required equipment, indicating size, make and model options, connected utility loads and capacity.

2.4.3.9 BIM

2.4.3.9.1 During the Design Development Phase the Architect will provide BIM services to a Level of Development 200 for this Project.

2.4.4 The Architect shall provide the materials for presentations to any applicable governmental authority or other entity as designated by Owner or Owner's Representative of the Design Development Documents, as requested by the Owner. The materials for presentations shall be in the form of photographic slides, renderings, drawings, outline specifications.

2.4.5 The Architect will issue Initial Guaranteed Maximum Price (“IGMP”) Documents based on 50% Design Development Documents. Within twenty (20) days after receipt of the IGMP Documents, the General Contractor shall submit to Owner and Architect its proposed IGMP and a written statement of qualifications and assumptions prepared by General Contractor based upon the IGMP Documents (the ""IGMP Qualifications and Assumptions”).

2.4.5.1 Within five (5) days after the Owner and Architect receive the proposed IGMP and IGMP Qualifications and Assumptions, the General Contractor, the Owner and the Architect shall meet to reconcile any questions, discrepancies or disagreements relating to the proposed IGMP, the IGMP Qualifications and Assumptions, and the IGMP Documents. The reconciliation shall be documented by a written addendum to the IGMP Qualifications and Assumptions prepared by the General Contractor that shall be approved in writing by the Owner, Architect, and General Contractor. The General Contractor shall then submit to the Owner, for the Owner’s approval, General Contractor’s reconciled IGMP based upon the IGMP Documents and the approved IGMP Qualifications and Assumptions.

2.4.6 Contingent upon the Owner’s approval of the reconciled IGMP, the Architect will prepare, for approval by the Owner and review by the General Contractor, final Design Development Documents (“GMP Documents”) that further illustrate the scope, relationship, forms, size and appearance of the Work. Within twenty (20) days after receipt of the GMP Documents, the General Contractor shall submit to Owner and Architect its proposed GMP and a written statement of qualifications and assumptions prepared by General Contractor based upon the GMP Documents ("GMP Qualifications and Assumptions”).

2.4.6.1 Within five (5) days after the Owner and Architect receive the proposed GMP and GMP Qualifications and Assumptions, the General Contractor, the Owner and the Architect shall meet to reconcile any questions, discrepancies or disagreements relating to the proposed GMP, the GMP Qualifications and Assumptions, and the GMP Documents. The General

Contractor shall then submit to the Owner, for the Owner's approval, General Contractor's reconciled GMP based upon the GMP Documents and the approved GMP Qualifications and Assumptions (the "Final GMP").

2.4.6.2 The Owner will advise the Architect of the scope of any Packages to be developed for the Design Development Documents. All packages will be developed during the Design Development Phase of the Project Schedule. A maximum of three packages will be designated by the Owner.

2.5 CONSTRUCTION DOCUMENTS PHASE

2.5.1 Based on the GMP Documents and GMP Qualifications and Assumptions, approved in writing by Owner, and any further adjustments in the scope or quality of the Project or in the construction budget authorized in writing by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.5.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and General Contractor.

2.5.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5.4 The Architect shall assist the Owner in obtaining bids or negotiated proposals by the General Contractor.

2.5.5 During the Construction Document Phase the Architect will provide BIM services to a Level of Development 300 for this Project, this is the highest Level of Development provided by the Architect. During the Construction Administration Phase the Architect will update the BIM Model to reflect changes to the Contract Document per paragraphs 2.6.13 and 2.6.15 for this Project.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT (OPTIONAL SERVICES)

2.6.1 If authorized in writing by Owner, the Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or sixty (60) days after the date the Work is Substantially Complete. Notwithstanding the foregoing, if Architect's responsibility to provide Basic Services is required beyond the time limitations set forth in Subparagraph 1.1.4, such services shall be extended by an amendment or change order to this Agreement signed by both parties and compensated as an Additional Service as provided in Attachment 1 to Exhibit B.

2.6.2 If authorized in writing by Owner, the Architect shall provide administration of the Contract for Construction as set forth below and, prior to City Council authorization to proceed to the construction phase of Work, City and Architect will review the proposed General Conditions and, if needed and agreed to by both parties, prepare a supplemental agreement to modify Architect's proposed scope of work and fee as set forth in Section 2.6 and Attachment 1 to Exhibit B, respectively.

2.6.3 The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

2.6.4 The Architect shall advise and consult with the Owner: (1) during construction in accordance with Article 2.6.1 and, (2) as an Additional Service at the Owner's written authorization for the Additional Service, from time to time during the correction period described in the Contract for Construction.

2.6.5 The Architect shall visit the Project site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations or inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. (More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.) The Architect will provide a level of service during the Construction Phase to maintain reasonable response times to the scope of services as identified in paragraphs 2.6.12, 2.6.13 and 2.6.15.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the General Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the General Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the General Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Communications by and with the Architect's consultants shall be through the Architect. Copies of all significant communications between Owner and General Contractor shall be provided to the Architect in a timely manner.

2.6.9 Based on the Architect's observations and evaluations of the General Contractor's Applications for Payment, the Architect shall review and certify the amounts due the General Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the General Contractor's Application for Payment, that to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents when the work is Substantially Complete, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the General Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site observations or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the General Contractor's right to payment; or (4) ascertained how or for what purpose the General Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the General Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work. Owner shall have the sole authority to direct Contractor, Subcontractors, suppliers, or any other individual or entity to perform Work for the Project.

2.6.12 The Architect shall review and approve or take other appropriate action upon General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design intent expressed in the Contract

Documents. The Architect's actions shall be taken with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. The review of Shop Drawings shall be limited to two submissions under the scope of Basic Services and will be conducted only after the General Contractor has coordinated said documents to indicate field conditions, proposed General Contractor's deviations from the Contract Documents, and other requirements which affect design intent; all submissions shall indicate that the required coordination has been performed. Upon prior written approval from Owner, the Architect will be compensated by the Owner as Additional Services for review of Shop Drawings submitted by the General Contractor more than twice. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the General Contractor, all of which remain the responsibility of the General Contractor to the extent required by the Contract Documents, all of which the Architect shall be entitled to rely upon. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When the professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment to meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates the Work is Substantially Complete and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the General Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and General Contractor under the requirements of the Contract Documents on written request of either the Owner or General Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and General Contractor, and shall not show partiality to either.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and General Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.7 LEED Certification

2.7.1 As part of Basic Services with respect to Leadership in Energy and Environmental Design (LEED) certification the Architect shall:

2.7.1.1 Consult with Owner, research applicable criteria, attend Project meetings, communicate with Owner and Owner's Representative, and coordinate the services provided by Architect or its consultants with those services provided by Owner.

2.7.1.2 Submit LEED certification documentation to Owner at intervals appropriate to the LEED certification process for purposes of evaluation and approval by Owner. Architect shall

be entitled to reasonably rely on approvals received from Owner to complete the LEED services.

2.7.1.3 Conduct a predesign workshop during the Concept Design Phase with the Owner, and Owner's Representative and appropriate consultants to review LEED requirements, establish green building goals for the Project, identify and target potential LEED points, examine strategies for implementation, and assess the impact on Owner's program and budget. Initial LEED Certification goals are in Paragraph 7.4 – Project Description.

2.7.1.4 Prepare a "LEED Certification Plan" based on the targeted LEED points. The LEED Certification Plan will describe the LEED certification process and may contain a description of the green building goals established, LEED points targeted, implementation strategies selected, list of participants and their roles and responsibilities, description of how the plan is to be implemented, certification schedule, specific details about design reviews, list of systems and components to be certified, and certification documentation required.

2.7.1.5 If pre-approved in writing by Owner, revise the LEED Certification Plan as the design and construction of the Project progresses to reflect any changes approved by Owner, such revision shall constitute Additional Services to the extent that the underlying design change also constitutes Additional Services under this Agreement

2.7.1.6 Organize and manage the LEED design documentation and certification process.

2.7.1.7 Provide the services of LEED accredited professionals.

2.7.1.8 On the written request of Owner, register the Project with the USGBC, with any registration fees being a Reimbursable Expense.

2.7.1.9 Following written authorization from Owner, prepare submittals for credit rulings from the USGBC, with any fees charged for such rulings being Reimbursable Expense.

2.7.1.10 Prepare and submit a LEED Certification Application to the USGBC, including all required information for each LEED credit claimed, in accordance with the LEED Certification Plan.

2.7.1.11 Prepare responses and submit additional documentation required by USGBC for the certification.

2.7.1.12 Provide specifications that incorporate LEED requirements for inclusion in the Contract

2.7.1.13 Documents to achieve the targeted LEED rating.

2.7.1.14 Prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents related to LEED certification.

2.7.1.15 Consider requests for substitutions and prepare addenda identifying approved substitutions related to LEED certification.

2.7.1.16 Assist Owner in evaluating and selecting a bid or proposal related to LEED certification.

2.7.1.17 Review and appropriately respond to reasonable and timely requests submitted by General Contractor to the Owner and Architect for information about the Contract Documents related to LEED certification.

2.7.1.18 If approved by Owner, prepare, reproduce and distribute supplemental Drawings, Specifications and information related to LEED certification.

2.7.1.19 Review and take appropriate action with respect to Requests or Submittals regarding LEED certification.

2.7.1.20 Review and take appropriate action on requests by Owner or General Contractor for changes in the Work related to LEED certification, which would include notifying Owner if Architect determines that implementation of the requested changes would result in a significant change to the LEED certification or other aspect of the Project.

2.7.1.21 At the end of Construction Documents and Construction prepare a report documenting the Project's achieved LEED rating, the significant materials submitted to or received from USGBC, the LEED points received by the Project, and clarifying all credits and re-certification requirements.

2.8 RECORD DOCUMENTS

2.8.1 Within 60 days following the date the entire Project is Substantially Complete, the Architect shall prepare and deliver Record Documents to the Owner in PDF format and in electronic drawing file format using Autodesk REVIT or AutoCAD software. Record Documents shall consist of record specifications and record drawings updated to show all changes to the Work issued by the Architect during the course of construction, including information contained in each type of authorized change documentation issued by the Architect (Addenda, ASI, CCD, etc.). Additionally, having received and reviewed the General Contractor's "as-built" documents as a part of the formal submittal process established for the Project, the Architect shall compile the approved "as-built" documents in the format received and deliver them together with the Record Documents to the Owner. Contingent upon the execution of the Electronic Data Transfer Agreement (EDTA), the Architect will provide REVIT files of the Construction Documents to the General Contractor for its use in developing civil, mechanical, electrical, plumbing and IT coordination drawings and Revit file format "as-built" drawings. The Architect will include in the Construction Documents, the requirement for the General Contractor or its relevant Subcontractors to produce these coordination drawings and "as-built documents" in the electronic formats indicated in this paragraph. These "as-built" drawings shall include additional information than that contained in the Contract Documents such as actual locations of site utilities, conduits, ductwork and associated equipment and will include any deviations from the Contract Documents. Since "as-built" documents are created and provided by the General Contractor, the Architect shall have no responsibility for the accuracy of the information contained in such "as-built" documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 7, and they shall be paid for by the Owner as provided in this Agreement, if Owner provides written authorization for Architect to perform Additional Services before the Additional Services work is performed, in addition to the compensation for Basic Services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If the Owner and Architect agree that more extensive representation at the Project site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed in writing by the Owner and Architect. The duties, responsibilities and limitations of authority of Project representatives shall be as agreed between the Owner and Architect.

3.2.3 Through the observations by such Project representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 Inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 Due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating General Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the General Contractor and making subsequent revisions to the Contract Documents resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the General Contractor, by major defects or deficiencies in the Work of the General Contractor, or by failure of performance of either the Owner or General Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the General Contractor or others in connection with the work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate bids.

3.3.10 Providing financial feasibility or other special studies.

3.3.11 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.3.12 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.3.13 Providing services relative to future facilities, systems and equipment, except for a future ballroom, kitchen, restrooms and services areas above the Exhibit/Multipurpose space.

3.3.14 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.3.15 Providing coordination of construction performed by separate General Contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.3.16 Providing services in connection with the work of a separate consultants retained by the Owner, except for the Community Center Theater Architect.

3.3.17 Providing estimates of Construction Cost.

3.3.18 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.3.19 Providing analyses of owning and operating costs.

3.3.20 Providing services for planning tenant or rental spaces or incorporating artwork or an arts program into the design of the Project. Basic Services for the arts program includes the identification and coordination of potential areas in the Project for art up to the Design Development phase of the Project. Extensive involvement in the selection, coordination and responding to the individuals providing the art or modification to the design past early design development is an additional service.

3.3.21 Preparation of rendering, animations and other materials for the purpose of marketing the Convention Center.

3.3.22 Presentation to individuals, group or organization outside the client group.

3.3.23 Additional bid packages and phasing of construction other than those included in the schedule in paragraph 7.5.

3.3.24 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.3.25 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, initial start-up, preparation of operation maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.3.26 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date the Work is Substantially Complete.

3.3.27 Providing services of consultants for other than those listed in 2.1.

3.3.28 Standard commissioning is part of Basic Services, if advanced commissioning is being used to achieve LEED Certification then those services, if provided by the Architect is an Additional Service.

ARTICLE 4

THE OWNER'S RESPONSIBILITIES

4.1 Intentionally Omitted.

4.2 The Owner shall establish and update an overall budget for the Project including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.2.1 Contingency items to be considered in the Owner's overall budget include but are not limited to:

.1 variations in design;

.2 unknowns and variables in market and bidding conditions; and,

.3 unknowns and variables in the construction process including, but not limited to:

.4 fast track construction scheduling

4.3 Intentionally Omitted

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the following services of geotechnical engineers: test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions including water conditions with reports and appropriate professional recommendations, and other geotechnical services as agreed to by the parties.

4.6.1 In Owner’s sole discretion, the Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests for hazardous materials at the Project site, and other laboratory and environmental tests, inspections and reports regarding the Project as required by law or the Contract Documents.

4.8 The services, information, surveys and reports required by Article 4 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.9 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.10 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.11 Notwithstanding any term or condition whatsoever of this Agreement to the contrary, it is understood and agreed that Architect has no expertise with regard to asbestos and shall have no responsibility whatsoever

for or control over the detection, removal or disposal of asbestos. Architect shall have no responsibility or control over the selection or retention of any expert, consultant, General Contractor or sub-contractor engaged in the detection, removal or disposal of asbestos, nor shall Architect be responsible in any manner to anyone for the acts or omissions of any person or entity arising from the detection, removal or disposal of asbestos.

4.11.1 Owner shall retain, at Owner's expense, the services of a certified asbestos and or hazardous waste consultant ("Owner's Consultant") to survey and identify the existence and location of asbestos and or hazardous waste on the Project site. Owner's consultant shall therefore develop specifications for the removal of all asbestos and or hazardous waste, prepare asbestos and or hazardous waste removal drawings and directly oversee implementation of said removal in accordance with all applicable health and safety laws and local regulatory requirements.

4.11.2 No personnel acting for or on behalf of the Architect shall undertake or be required to provide on-site Construction Phase administration services until Owner has provided Architect with a certification, acceptable in form and substance to Architect, signed by Owner's consultant stating that all asbestos has been removed from the Project Site and that the Project Site does not contain asbestos fiber concentrations in excess of those allowed by local, state and federal laws and regulations, in force as of the date of such certification.

4.11.3 If design modifications or an extension of Architect’s schedule are required as the result of the presence of asbestos and or hazardous waste which could not have been reasonably anticipated by Architect, such modifications or extension of schedule may entitle Architect to seek compensation for Additional Services, if such Additional Services are approved in advance and in writing by City.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the General Contractor's overhead and profit.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost, and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 A Fixed Limit Construction Cost shall be established, and the Architect shall be permitted to include in this Fixed Limit Construction Cost contingencies for design, bidding and price escalation. Architect shall also recommend what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to recommend reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. The Fixed Limit Construction Cost shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost will be discussed between Owner, Architect and the General Contractor, and adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If the General Contractor is providing construction cost estimates or cost control services for the Owner, the Architect shall be entitled to rely on the information provided. If the Final GMP is exceeded because of Architect's failure to comply with the information furnished by the General Contractor, the Architect shall modify the Construction Documents with the approval of the Owner at the Architect's expense as necessary to comply with the GMP. However, if the Architect has complied with information furnished by the General Contractor and the Final GMP is exceeded, then Architect shall be entitled to compensation in accordance with the fee set forth in Attachment 1 of Exhibit B of this Agreement for all services rendered whether or not the Construction Phase is commenced.

ARTICLE 6

TRANSFER OF ELECTRONIC DATA

6.1 As a part of Basic Services, Architect will provide Owner Electronic Data in accordance with this Article 6.1. Electronic Data is defined as computer-aided design (CAD) files.

6.2 The Architect shall make Electronic Data available at specific Project milestones which are at the end of Schematic Design Phase, during the GMP Development Phase, during the Construction Document Phase and at the time construction bid packages are issued. It is anticipated the Architect will provide the Owner this information via an electronic transfer at the above milestone dates. The Architect does not anticipate distributing the Electronic Data to third parties. However, the Owner may distribute the information in accordance with this Agreement. If Electronic Data is needed in addition to the specific Project milestones listed above, the Architect shall be compensated as an Additional Service following written approval from City to proceed with the Additional Service work.

6.3 The Electronic Data will be provided in an original format produced by Architect. The specific Electronic Data and format to be transferred is at the sole discretion of Architect. The means by which the Electronic Data is transferred may include but are not limited to, electronic mail, File Transfer Protocol (FTP) sites, Project websites, and disk copies transmitted between the parties in this Agreement.

6.4 Owner acknowledges that Electronic Data transferred by Owner to third parties in any manner or translated from the system and format used by Architect to an alternate system or format is subject to errors that may affect the accuracy and reliability of the data and that the data may be altered, whether inadvertently or otherwise. Accordingly, Architect makes no warranty, express or implied, as to the accuracy of the information transferred from Owner to third parties. The Electronic Data are not the Construction Documents and differences may exist between these electronic files and corresponding hard-copy Construction Documents. Architect reserves the right to retain hard copy originals in addition to electronic copies of the Electronic Data transferred, which originals shall be referred to and shall govern.

6.5 As consideration to Architect for the transfer of the Electronic Data, Owner agrees that Architect shall not be liable for and hereby waive all claims for liabilities, losses, damages or expenses (including attorneys' fees) arising out of, or connected with: (1) the Owner's transfer of Electronic Data by any means; or (2) modification or misuse by parties other than Architect of the Electronic Data; or (3) the limited life expectancy and decline of accuracy or readability of the Electronic Data due to storage; (4) any use of the Electronic Data by any third parties receiving the data; or (5) the incompatibility of software or hardware used by Architect and the other parties to this Agreement.

6.6 Owner agrees to include language similar to paragraphs 6.1 through 6.4 in the General Conditions to the Contract for Construction and require General Contractor, subcontractors and vendors to agree to these terms and conditions for the transfer of Architect's Electronic Data for the Project.

ARTICLE 7

OTHER CONDITIONS OF SERVICES

7.1 **FAST TRACK:**

7.2 The Owner and Architect acknowledge that the Project will be designed, bid and constructed according to a "Fast Track" schedule. Fast Track scheduling is being utilized to obtain beneficial occupancy of the Project at the earliest feasible time and requires the Architect's issuance of portions of the Contract Documents for bidding, contracting and constructing portions of the Work prior to completion of remaining portions of the Contract Documents. The Owner acknowledges that Fast Track scheduling presents challenges in the overall coordination and completion of each portion of the Contract Documents at the time of their issuance by the Architect, may require subsequent revisions to the early release Contract Documents to affect their overall coordination and completion and may require corresponding construction change orders adjusting the GMP. Despite this "Fast Track" scheduling process, the Architect is not relieved from its obligations as set forth in this Agreement.

7.3 **ACCESSIBILITY:**

7.4 With respect to the Americans with Disabilities Act or any state or local accessibility provisions, including accessibility provisions of state building codes (referred to herein as "ADA"), Architect recognizes Owner's goal that the Project will comply with the ADA, and accordingly shall employ its professional expertise consistent with reasonable skill and care in connection with the preparation of design documents in order that all Work shall comply with the applicable provisions of the ADA. Owner acknowledges that the ADA is not a detailed building code and that its requirements are sometimes general in nature and open to differing interpretations. Architect will use its reasonable professional efforts to interpret applicable ADA requirements, to advise Owner in this regard, and to incorporate ADA requirements into its design documents. However, Architect does not warrant or represent that services provided under this Agreement will result in full Project compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if the Owner requires that the construction of the Project materially deviate from the Architect's reasonable judgment and understanding of the provisions of the ADA, Owner shall hold Architect harmless from any claim based upon such deviation.

7.5 **LEED CERTIFICATION:**

7.6 The Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of the Architect, including, but not limited to, the Owner's use, operation and maintenance of the completed Project. In addressing LEED, the Architect shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions.

7.7 Architect shall not be responsible for General Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any material changes to the design made by the Owner without the direct participation and written approval of the Architect. Likewise, the Architect shall not be responsible for any environmental or energy issues arising solely out of the Owner's use and operation of the completed Project.

7.8 The Architect will use reasonable care consistent with the foregoing standard in interpreting LEED and designing in accordance with LEED. However, the Architect does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings.

7.9 **PROJECT DESCRIPTION:**

7.10 **Project Limits:** The limits of the Project site are shown on Site Limits Diagram below in the Project Description. The sidewalk around Saint Paul's Church is included in the Project scope, but nothing within the sidewalk on the church property is included. The Project includes new pedestrian walkways and lighting in accordance with City Requirements within the Project limits, except as noted as follows:

7.10.1 The scope of the Project does not include replacement of existing curb and gutters for the streets or pedestrian crosswalks. At K-Street and 14th Street the Project limit is the curb and gutter along the

south and east of those streets. The Project does not include new curb and gutters and sidewalk at the perimeter of the site in that area.

Activities Plaza: This Project includes a new Activities Plaza between the Convention Center and Theater. The Activities Plaza includes decorative paving and lighting, data, power and lighting plus drainage and landscape maintenance. Amphitheater is included that connects the Activity Plaza to level 2 of the Convention Center.

Landscape and Irrigation: In the Activities Plaza all trees within the Project limits will be assessed by a landscape architect to determine their removal or incorporation into the landscape design. Landscape around the perimeter of the site per the City's Standard Specifications is also included in the Project.

Building Demolition: Only to the extent required for new construction, utility relocation and/or protection of the building will be performed. The demolition of Halls C, D and E and adjacent concourse are part of this Project. The Kitchen, West Lobby, Garden Terrace, Meeting Rooms 101 through 105 and adjacent services and offices will be demolished. Meeting Rooms 201 through 205 and adjacent services will be demolished, including removal of all building structures and below grade elements on the site along a line between Halls B and C that extends north, south and to the western limits of the site. The Convention Administration Office building will be demolished. The site around the building demolition areas will be cleared.

The scope of the demolition does not include any environmental remediation or evaluation. The scope of the Project does not include any archeological evaluation.

New Exhibit Space: On the site of demolished Halls C, D and E a New Exhibit Hall will be constructed consisting of approximately 73,500 net square feet of space including a new prefunction concourse connecting to the existing J -Street Corridor. The western edge of the New Exhibit Hall will be a flexible space that can function as exhibit hall, multipurpose room. The roof structure for the New Exhibit Hall will be designed to support the future addition of a ballroom, kitchen and support space. The Exhibit Hall will be serviced by the Loading Dock Expansion.

New Meeting Rooms: 14,500 net square feet (approx.) of new meeting rooms with back of house and prefunction support is included in the Project.

West Lobby: The west lobby is a two-story space that connects the New Hall on the main level with the upper level program areas. The West Lobby will include restrooms, food service and other customer amenities. The west lobby will also include vertical circulation elements.

East Lobby/Administration Offices: On the site of the demolished Convention Center Administration Office (Panattoni Building, 1030 15th Street) is a new two story structure with a street level lobby and new Administration offices on Level 2. Vertical circulation elements will connect Level 1 with the existing Ballroom Prefunction Lobby and the new Administration Offices. The East Lobby will include restrooms, food services and other customer amenities.

A Hotel Bridge is not part of the Project. However, the East Lobby will be designed to accommodate future connectivity to the Hotel via a pedestrian bridge.

Loading Dock Expansion: Additional loading dock bays are part of the Project. The quantity and location will be determined during design.

New Kitchen: A new 7,500 net square (approx.) foot kitchen with support areas is included in the Project.

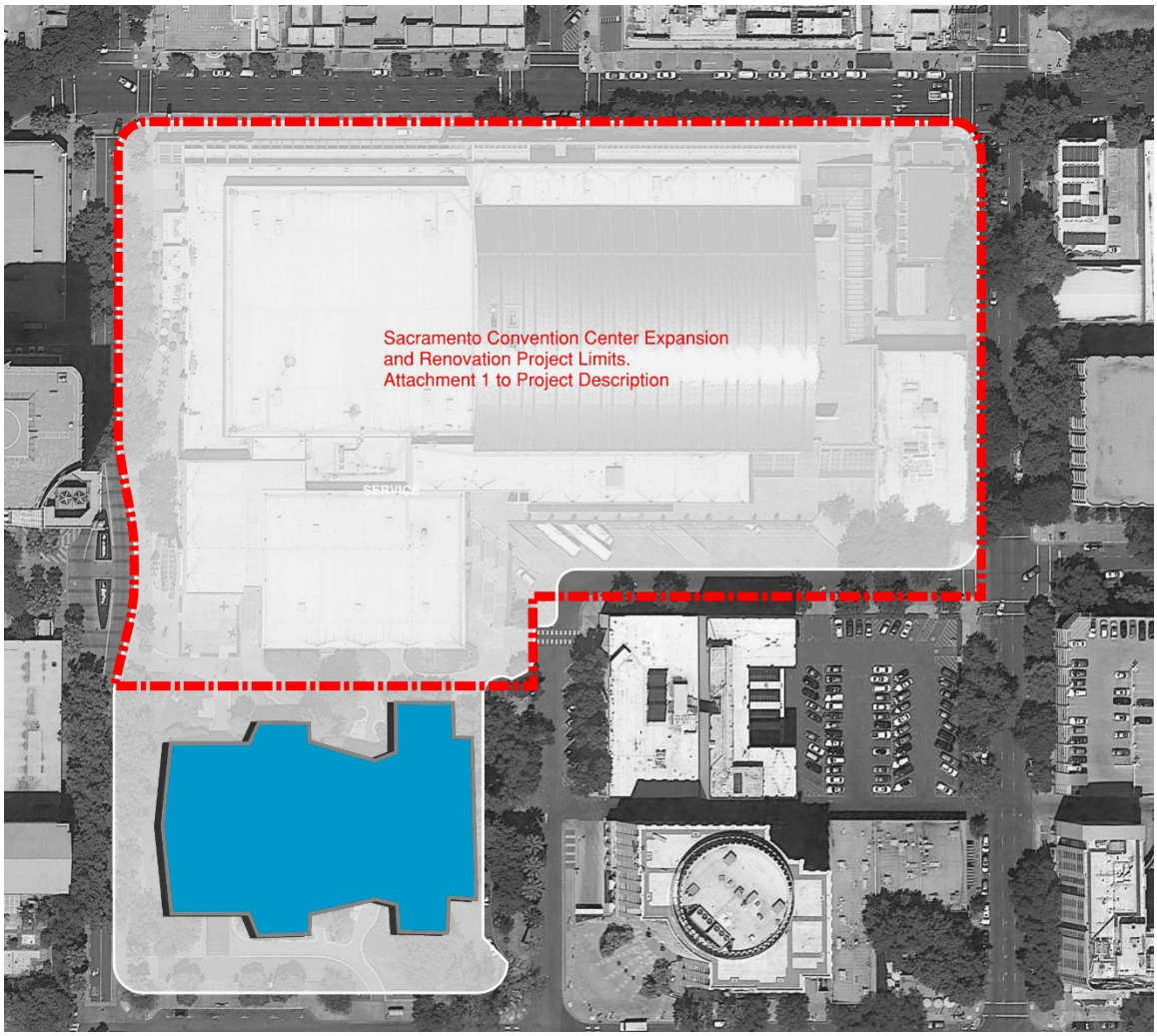
Central Plant: An evaluation of the existing central plant will be completed and recommendations made on upgrades/replacements or expansion of its capacity. Owner will provide direction on the design criteria for the Central Plant from other buildings such as the Theater.

LEED: The Owner's goal is to have LEED Certification for the Project. During Concept Design the Architect will provide alternative approaches in the form of narratives and sample LEED Score Cards to reach LEED Platinum, Gold and Silver and what impacts each of those levels could have on the scope and budget for the Project.

Phases and Packages: The scope of the Project has two phases, this agreement is for phase one only with roof steel design for the west building to accommodate a future second level; this agreement does not include the second level future ballroom, kitchen, restrooms and services areas. Phase one of the Project will be delivered to the General Contractor with one GMP Package

plus one Demolition, Site Work and Foundation/Structure Package, one East Building/Existing Level 2 Renovation Package and one West Building/Activity Plaza Package. The specific scopes of the demo/utility/foundation/structure packages, east building and west building packages will be finalized during Schematic Design.

Initial Site Limits to be confirmed during Concept Design:



7.11 **ESTIMATED PROJECT SCHEDULE:**

Task Name	Duration	Start	Finish
Sacramento CC Expansion and Renovation	968 days	Fri 3/24/17	Tue 12/8/20
Precontract	228 days	Fri 3/24/17	Tue 2/6/18
Contract Preparation and Approval	43 days	Fri 3/24/17	Tue 5/23/17
Owner Information	206 days	Tue 4/25/17	Tue 2/6/18
Geotechnical Report	50 days	Tue 4/25/17	Mon 7/3/17
Survey	30 days	Tue 4/25/17	Mon 6/5/17
Contractor Selection and Award	60 days	Tue 4/25/17	Mon 7/17/17
EIR Process	205 days	Wed 4/26/17	Tue 2/6/18
Concept Design	41 days	Tue 5/23/17	Tue 7/18/17
Concept Design Deliverables	26 days	Tue 5/23/17	Tue 6/27/17
Owner Review of Concept Design	15 days	Wed 6/28/17	Tue 7/18/17
Schematic Design	65 days	Wed 7/19/17	Tue 10/17/17
SD Design Meetings/Presentations	45 days	Wed 7/19/17	Tue 9/19/17
SD Design Deliverables	49 days	Thu 7/20/17	Tue 9/26/17
Owner Review of SD	15 days	Wed 9/27/17	Tue 10/17/17
Design Development - GMP Development	110 days	Wed 10/18/17	Tue 3/20/18
DD Design Meetings/Presentations	78 days	Wed 10/18/17	Fri 2/2/18
GMP Development	70 days	Wed 11/29/17	Tue 3/6/18
DD Design Deliverables	78 days	Wed 10/18/17	Fri 2/2/18
Owner Review of GMP	10 days	Wed 3/7/18	Tue 3/20/18
Construction Documents	240 days	Wed 10/18/17	Tue 9/18/18
CD's - PKG 1 Early Utility and East Foundations	115 days	Wed 10/18/17	Tue 3/27/18
CD's for Early Work/East Foundations	70 days	Wed 10/18/17	Tue 1/23/18
Early Work Permitting and Procurement	45 days	Wed 1/24/18	Tue 3/27/18
CD's - PKG 2 and 3 Balance of Project	130 days	Wed 3/21/18	Tue 9/18/18
GMP Review/CD Kick-off	5 days	Wed 3/21/18	Tue 3/27/18
CD's for East Expansion - Pkg 2	75 days	Wed 3/21/18	Tue 7/3/18
East Expansion Permit and Procurement	55 days	Wed 7/4/18	Tue 9/18/18
CD's for West Expansion - Pkg 3	75 days	Wed 3/21/18	Tue 7/3/18
West Expansion Permit and Procurement	55 days	Wed 7/4/18	Tue 9/18/18
Construction	705 days	Wed 3/28/18	Tue 12/8/20
Early Utility Work and Site Preparation	7 mons	Wed 3/28/18	Tue 10/9/18
East Expansion	12 mons	Wed 9/19/18	Tue 8/20/19
Occupancy and Closeout (East)	2 mons	Wed 8/21/19	Tue 10/15/19
West Expansion	16 mons	Wed 7/24/19	Tue 10/13/20
Occupancy and Closeout (West)	2 mons	Wed 10/14/20	Tue 12/8/20

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of the Basic Services as set forth in Attachment 1 to Exhibit B , and for all authorized Reimbursable Expenses, shall not exceed the total sum of **$6,764,375.** Notwithstanding the foregoing or anything to the contrary herein, the Optional Services as set forth in Attachment 1 to Exhibit B are not included in the total sum of **$6,764,375.**

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job/Project Name
      (2) CITY's current Purchase Order Number
      (3) CONTRACTOR's Invoice Number
      (4) Date of Invoice Issuance
      (5) Work Order Number (if applicable)
      (6) CITY representative identified on the Purchase Order
      (7) CONTRACTOR's remit address for payment
      (8) Description of services billed under Invoice
      (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
      (10) Total Billed to Date under Agreement

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

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

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform the Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

ATTACHMENT 1 TO EXHIBIT B

DESIGN FEE SCHEDULE

COST OF THE WORK
(according to definition of "Work" specified in Attachment 1 to Exhibit A) **$ 90,000,000**

LUMP SUM DESIGN FEE INCLUDING EXPENSES **$ 9,875,000**

Concept Design	6.0%	$592,500
Schematic Design	17.0%	$1,678,750
DD/GMP Development	24.0%	$2,370,000
Construction Documents - Three Packages	21.5%	$2,123,125
Phase 1 - Initial Package	32%	$679,400.00
Phase 2 - Balance of East Building	34%	$721,862.50
Phase 3 - Balance of West Building	34%	$721,862.50
Total for Basic Services	68.5%	**$6,764,375**

Design Services for the following optional Phases must be authorized by Owner in writing before commencement of such Phases by Architect:

Construction - Three Packages	30.0%	**$2,962,500**
Close-out – Three Packages	1.5%	$148,125
Total for Optional Services	31.5%	**$3,110,625**

Upon the Effective Date of this Agreement, the previous agreement between Owner and Architect (City Agreement 2016-0512) shall terminate and Architect shall immediately cease rendering services under Agreement 2016-0512. Upon termination, Architect shall submit an invoice to Owner for services rendered by Architect prior to termination, and upon Owner's approval of such invoice, Owner shall pay Architect for such services rendered prior to termination.

Subject to Owner's rights pursuant to this Agreement, it is Owner's intent that should the Project proceed into Construction, it will utilize Architect for the Construction Phase Services.

DESIGN TEAM:

POPULOUS – ARCHITECT OF RECORD
Michael Lockwood Principal in Charge
Lyle Miller Project Director
Peter Lang Project Manager
Jim Handley Technical Director

NV5 – CIVIL ENGINEER OF RECORD
Jay F. Radke Project Engineer

MAGNUSSON KLEMENCIC ASSOCIATES – STRUCTURAL ENGINEER OF RECORD
Derek Beaman Principal in Charge/Project Engineer
Tom Meyer Project Manager

HENDERSON ENGINEERS – MECHANICAL ENGINEER OF RECORD
Don Clark Project Manager
Marc Matesson Project Engineer

HENDERSON ENGINEERS – ELECTRICAL ENGINEER OF RECORD
Don Clark Project Manager
Russ Murdock Project Engineer

HENDERSON ENGINEERS – PLUMBING ENGINEER OF RECORD
Don Clark Project Manager
John Kaiser Project Engineer

BILLING RATES:

Populous 2017 Rate Table

JOB TITLE	2017
Senior Principal	$400
Senior Architect – Principal In Charge	$300
Senior Architect	$250
Architect	$200
Senior Architect Technician	$140
Architect Technician	$120
Senior Urban Planner	$350
Senior Landscape Architect S.F.	$350
Senior Landscape Architect	$250
Landscape Architect	$165
Senior Landscape Architect Technician	$140
Landscape Architect Technician	$110
Senior Interior Designer	$220
Interior Designer	$150
Senior Interior Design Technician	$140
Interior Design Technician	$110
Graphic Design Manager	$200
Senior Graphic Designer	$160
Graphic Designer	$140
Graphic Design Technician	$110
Specifications Director	$200
Administrative Assistant	$110
Intern	$60

NV5, INC.

Northern California
2016 Charge Rates Schedule

Office:

Technical Services

Engineering Aide/Planning Aide	$84.00/hour
Project Assistant	$109.00/hour
Project Administrator	$135.00/hour
CADD Technician I	$117.00/hour
CADD Technician II	$145.00/hour
CADD Technician III	$153.00/hour
Senior CADD Technician/Designer	$163.00/hour
Design Supervisor	$190.00/hour

Professional

Junior Engineer/Planner/Surveyor	$135.00/hour
Assistant Engineer/Planner/Surveyor	$157.00/hour
Associate Engineer/Planner/Surveyor	$184.00/hour
Senior Engineer/Planner/Surveyor	$197.00/hour
Manager	$220.00/hour
Structural Engineer	$234.00/hour
Associate	$247.00/hour
Principal	$284.00/hour

Field:

Construction Management

Junior Field Engineer	$126.00/hour
Assistant Field Engineer	$140.00/hour
Associate Field Engineer	$164.00/hour
Senior Field Engineer	$191.00/hour
Construction Manager	$208.00/hour

Surveying

1-Person Survey Crew (GPS) (Robotic)	$195.00/hour
1-Person Survey Crew	$154.00/hour
2-Person Survey Crew	$248.00/hour
3-Person Survey Crew	$352.00/hour

Expenses:

Plotting and In-house Reproduction	1.15 x Cost
Subsistence	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost
Mileage - Outside local area	Per accepted IRS rate

Rates are effective through December 31, 2016. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at $300.00 per hour. Rates based on "Prevailing Wage" (PW) for Construction Management and Surveying will be determined by Project and County per California law.

BILLING RATES

2017

	Rate
Jon Magnusson	$350
Ron Klemencic	350
Senior Principal (Senior Vice President)	300
Principal (Vice President)	250
Senior Associate	220
Associate	190
Senior Engineer	160
Engineer	130
Senior BIM Specialist	150
BIM Specialist	120
Administrative Support	95

Rates are subject to change each January



MAGNUSSON
KLEMENCIC
ASSOCIATES

Structural + Civil Engineers
1301 Fifth Avenue, Suite 3200
Seattle Washington 98101-2699
T: 206 292 1200 F: 206 292 1201
www.mka.com

HENDERSON ENGINEERS INC

bentonville dallas houston kansas city las vegas
los angeles new york philadelphia phoenix tampa

Date: Apr 06, 2017

Client

Populous
4800 Main Street, Suite 300
Kansas City, MO 64112
Contact: Lyle Miller

Project

Sacramento Convention Center
Sacramento, CA

Henderson Project Number: 1650002727

HOURLY RATE SCHEDULE - $ per hour

Core Rates

Senior Principal	190
Principal	175
Associate	145-170
Department Director	130-140
Project Manager	120
Senior Professional Engineer	140-155
Professional Engineer	115-135
Senior Designer	115-135
Designer	85-110
BIM/CADD Technician	70-85
Administrative Assistant	70-80
Clerical	65
Site Observation Specialist	85-100

Special Rates

Commissioning Agent	100-120
Commissioning Technician	75-95
Sr. Technology Specialist	135-150
Technology Specialist	95-120
Sr. Network Consultant	135-150
Network Consultant	95-120
Sr. Security Specialist	135-150
Security Specialist	95-120
BIM/CADD Specialist	80-135

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] __X__ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A

violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. Upon full payment of the fees specified in the Design Fee Schedule in Attachment 1 to Exhibit B, as may be amended by the parties, CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required

by the Public Records Act.

E. CITY expressly acknowledges and agrees that the drawings and specifications to be provided by CONTRACTOR under the Agreement may contain design details, features and concepts, which collectively form part of the design for the Project. These details are repetitive in nature, not Project specific, function rather than form-oriented, and were not developed for or identifiable with the Project. Accordingly, these details are and shall remain the sole and exclusive property of CONTRACTOR. Notwithstanding the foregoing, to the extent that any such details are incorporated into the CONTRACTOR's deliverables, CONTRACTOR hereby grants to CITY a royalty-free, non-exclusive, irrevocable license to use such details for the purpose of the Project. Nothing herein shall be construed as a limitation on CONTRACTOR's absolute right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice. If the CONTRACTOR's performance hereunder is suspended by CITY for more than thirty (30) consecutive days, CONTRACTOR shall be compensated for Services performed prior to CONTRACTOR's receipt of written notice of suspension from CITY. When the Project is resumed, CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Services. Such expenses shall include only direct costs incurred in shutting down the Project and resumption

thereof to the extent such expenses would not have been incurred had the Project not been suspended. If the Project is suspended by the CITY for more than ninety (90) consecutive working days and such suspension occurs after CONTRACTOR has completed the Construction Documents Phase identified in Section 2.5 of Attachment 1 to Exhibit A but before CONTRACTOR has begun the Construction Phase identified in Section 2.6 of Attachment 1 to Exhibit A, CONTRACTOR may terminate this Agreement by giving thirty (30) working days written notice to CITY.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or

limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." ___(CONTRACTOR initials)

(3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the

CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required._____(CITY Representative initials)

(5) Professional Liability Insurance covering design errors and omissions with limits no less than $5,000,000 each occurrence or claim and $5,000,000 Policy Annual Aggregate. Professional Liability (Errors and Omissions) insurance:

Is X Is not_____ required for this Agreement.

If required, such coverage must be continued for at least 6 years following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

If any coverage required is written on a claims-made coverage form:

(a) The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

(b) Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the

nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators,

successors and assigns of the parties, subject to the provisions of Section 17, above.

19. Use Tax Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

PROJECT NAME: Convention Center Renovation and Expansion
AGREEMENT TERM: June 30, 2021
AUTHORIZED RENEWALS:
DEPARTMENT: City Manager's Office
DIVISION: Executive Office

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Rider Levett Bucknall Ltd.
4343 East Camelback Road, Suite #350, Phoenix, AZ 85018
Ph: 1-602-443-4848 / scott.macpherson@us.rlb.com

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

---

* **This form to be used for all professional services, except services performed by architects, landscape architects, professional engineers, or professional land surveyors, or related to a construction project.**

4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: ***http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements.*** By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at: ***http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements.*** By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.

8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and ‘‘Ban-The-Box Requirements" described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: Howard Chan, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A	Scope of Service
Exhibit B	Fee Schedule/Manner of Payment
Exhibit C	Facilities/Equipment Provided
Exhibit D	General Provisions
Exhibit E	Additional Requirements for Surveying, Material Testing, and Inspection Services

CONTRACTOR:

Rider Levett Bucknall Ltd.
NAME OF FIRM

99-0292243
Federal I.D. No.

C237294
State I.D. No.

1024944
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__X__ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

SCOTT J. MACPHERSON, EXECUTIVE V.P.
Print Name and Title

Additional Signature *(if required)*

J.A.J. ANDERSON, PRESIDENT
Print Name and Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Desmond Parrington, Senior Development Project Manager
City of Sacramento, Office of the City Manager
915 I Street, 5th Floor, Sacramento, CA 95814
Ph: 916-808-5044 / DParrington@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Scott Macpherson, Senior Vice President
Rider Levett Bucknall Ltd.
4343 East Camelback Road, Suite #350, Phoenix, AZ 85018
Ph: 1-602-443-4848 / scott.macpherson@us.rlb.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ____ yes _X_ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided in accordance with the schedule, set forth in the Scope of Services in Attachment 1 to Exhibit A.

ATTACHMENT 1 TO EXHIBIT A

PROJECT OVERVIEW

Project Description:

CONTRACTOR shall provide Owner's Representative services pertaining to improvements to the Sacramento Convention Center ("Convention Center"), located at 1400 J Street (the "Project").

The Project will include partial demolition of the existing Convention Center and construction of new exhibition halls, meeting rooms and associated spaces and infrastructure. The Project will have a targeted construction cost of approximately $90 million, with three major phases:

1. Early Package, including utility work and site work / demolition;
2. East Expansion, including construction of a new east lobby at the NWC of 15th and K Streets connecting to the existing facility, new administrative offices and expansion of the existing building with new meeting rooms;
3. New West Building, including partial demolition of the existing facility, expansion of the central plant, and construction of new exhibit halls, multi-purpose rooms, lobbies, a kitchen and ancillary spaces, designed to allow future expansion with an upper-level ballroom.

Coordination with the adjacent Community Center Theater renovation will be essential, as the two facilities will share infrastructure, truck dock circulation areas, services and spaces upon completion. Collaboration and coordination between the two projects will minimize the impact of construction and maximize the value of the respective renovations.

Project Team:

For the Convention Center Project, the Project Team includes (1) City of Sacramento (CITY); (2) Project Architect Populous ("Architect"); (3) Design-Assist Contractor TBD ("Design-Assist Contractor"); (4) Owner's Representative Pfocus/Rider Levett Bucknall (CONTRACTOR); (5) other stakeholders designated by CITY ("Stakeholders"); and (6) Theater Architect DLR Group - Westlake Reed Leskosky ("Theater Architect"), which will be involved from a coordination perspective.

Time of Performance:

The schedule for the Project anticipates design and construction in multiple packages, sequenced to balance the need to expedite completion, minimize costs and manage risk. Design documents and construction contracts will be released based on the phases outlined above. The preliminary schedule is as follows:

1. Design, Permitting and Procurement – 16 months
    a. Concept Design — Jun 2017 – Jul 2017
    b. Schematic Design — Jul 2017 – Oct 2017
    c. Design Development, GMP and Construction Documents — Oct 2017 – Jul 2018
    d. Permitting and Procurement — Jan 2018 – Sep 2018

2. Construction, Occupancy and Close-out – 33 months — Mar 2018 – Dec 2020

Although it is anticipated that CONTRACTOR will provide services under this Agreement for a period of forty-three (43) months from the Effective Date, this Agreement expires on December 31, 2021.

SCOPE OF SERVICES

1 DESIGN, PERMITTING AND PROCUREMENT PHASE SERVICES

CONTRACTOR will provide the following services during the Design, Permitting and Procurement Phase:

1.1 General Requirements

1.1.1 Design, Permitting and Procurement Phase Duration:

- CONTRACTOR will provide services in this phase for a period of approximately sixteen (16) months, commencing upon the Effective Date.

1.1.2 Management and Leadership:

- Provide Project Team leadership to coordinate, facilitate, and manage the Project Team's endeavors to deliver the Design Phase consistent with the Project Goals. Assist with critical decision-making for the Project including decisions pertaining to the overall Project approach. Provide qualified staff to deliver these services in support of the Project.
- Monitor performance of Architect in accordance with Architect's contract requirements, and alert CITY of any deficiencies or outstanding issues.
- Monitor performance of Design-Assist Contractor in accordance with Design-Assist Contractor's contract requirements, and alert CITY of any deficiencies or outstanding issues.

1.1.3 Special Meetings:

- Attend City Council, Planning & Design Commission meetings to make presentations or respond to questions regarding the Project.

1.1.4 Management Team Meetings:

- Conduct bi-monthly meetings with the Management Team to discuss the overall progress of the Project.
- Maintain Project Status Report including action items for follow up.

1.1.5 Design-Assist Contractor Procurement:

- Review and comment on CITY's procurement process and documents for the Design-Assist Contractor solicitation.
- Review and comment on Design-Assist Contractor proposals.

1.1.6 Project Cost Reports:

- With input from the Design-Assist Contractor and Architect, prepare a monthly Project Cost Report and submit to CITY. The Reports shall note the Project budget, the actual costs committed and paid to date, the estimated cost to complete the Project, and include a narrative outlining major changes and recommendations.

1.1.7 Summary Schedules:

- With input from the Design-Assist Contractor and Architect, prepare and distribute a milestone-based summary schedule ("Summary Schedule") consistent with the preliminary schedule established during the Pre-Design phase. The Summary Schedule will identify, coordinate, and record the activities of the Project Team on the Project and the

milestones of the concurrent Theater Renovation project, for the Project Team to use as a tool for managing to schedule objectives.
- Provide updates to the Summary Schedule at major milestones, and as significant changes occur.

1.1.8 Responsibility Matrix:
- With input from the Architect, Design-Assist Contractor and CITY, prepare a matrix highlighting the major roles and responsibilities of the Project Team members in the Project's pre-construction phase.

1.1.9 Project File Sharing Service:
- Establish and provide access to a cloud-based file sharing service for storing and sharing key Project files and documents.
- Create a basic folder structure to organize Project files.
- Assign and manage access credentials for Project Team members.
- Maintain access to the service for the duration of the Design, Permit and Procurement Phase.

1.1.10 Furniture, Fixtures and Equipment Coordination:
- Collaborate with Architect and Design-Assist Contractor to identify Furniture, Fixtures and Equipment ("FF&E") to be included in the Design-Assist Contractor's scope, and FF&E to be procured directly by CITY.

1.2 Concept Design

1.2.1 Progress Work Sessions:
- Conduct structured work sessions with the Project Team to review and validate information, present conceptual ideas, discuss alternatives, resolve issues and schedule assignments to move the Project forward.
- Prepare and distribute meeting notes.

1.2.2 Concept Design Review:
- Facilitate a Project Team review of the Architectural Program and Conceptual Design ("Concept") documents.
- Develop and maintain a design review log to track comments from Project Team members and stakeholders, along with the responses to the comments, through Project completion.
- Confirm and document CITY's goals for the Project ("Project Goals"), in collaboration with Project Team members.

1.2.3 Schedule Analysis:
- Perform an evaluation of the Architect's schedule for the performance of the Architect's services, procurement of a Design-Assist Contractor, plan review and permitting, development of the GMP, construction, occupancy and closeout.
- Collaborate with the Project Team to identify a preliminary construction sequencing plan, with details regarding availability of exhibition and meeting space to host event activity throughout the construction period.
- Update the Summary Schedule accordingly.

1.2.4 Cost Estimate Development:
- Prepare a construction cost estimate based on the Concept documents and the schedule.

- Present the cost estimate to the Project Team to confirm assumptions, and to identify, evaluate and recommend alternative concepts if needed.

1.2.5 Milestone Approvals:

- Facilitate a Project Team meeting to review, discuss and seek CITY's approval on the Project scope, cost, schedule, construction sequencing and Project Goals.

1.2.6 Milestone Report:

- Prepare and distribute a Concept Design Milestone Report. This document summarizes the Project scope, budget, schedule, construction sequencing plan, impact on events and operations, and the CITY's Project Goals, and becomes the updated baseline control document for the Project.

1.3 Schematic Design

1.3.1 Progress Work Sessions:

- Conduct structured work sessions with the Project Team to review and validate information, present conceptual ideas, discuss alternatives, resolve issues and schedule assignments to move the Project forward.
- Prepare and distribute meeting notes.

1.3.2 Schematic Design Review by Project Team:

- Facilitate a Project Team review of the 100% Schematic Design ("SD") documents to confirm conformance with Project Goals, and to ensure that prior comments have been addressed.
- Develop and maintain a design review log to track comments from Project Team members and stakeholders, along with the responses to the comments, through Project completion.

1.3.3 Cost Estimate Development and Reconciliation:

- Prepare a construction cost estimate based on the SD documents.
- Review, comment and reconcile the SD cost estimate with the similar estimate prepared by the Design-Assist Contractor, focusing on the cost of labor, materials and equipment, margins and adjustments, and contingencies.
- Collaborate with Design-Assist Contractor to facilitate Design-Assist Contractor's preparation of a reconciled SD cost estimate.

1.3.4 Value Engineering:

- Lead a structured Value Engineering (VE) session, attended by Project Team participants, to review the reconciled SD cost estimate, and to identify, evaluate and recommend alternative concepts. This process correlates the estimate to the facility functions, identifies creative options, analyzes these options relative to the Project Goals, and evaluates systems, components, and details with respect to capital and operating costs.
- Facilitate the Design-Assist Contractor's preparation of an itemized recap of prioritized VE proposals with estimated costs.

1.3.5 Schedule Analysis:

- Perform an evaluation of the Architect's and the Design-Assist Contractor's schedules for design, plan review, permitting, development

of the GMP, construction, occupancy and closeout. This analysis includes investigation into whether milestone completion dates for construction are feasible.

- Collaborate with Architect and Design-Assist Contractor to identify long lead items specified and advise of strategies and courses of action to mitigate delays.
- Evaluate Design-Assist Contractor's sequencing plan related to impact on availability of exhibition and meeting space in the convention center, and on operations throughout the construction period.
- Update the Summary Schedule accordingly.

1.3.6 Milestone Approvals:

- Facilitate a Project Team meeting to review, discuss and seek CITY's approval on the Project scope, cost, schedule, construction sequencing and Project Goals.

1.3.7 Milestone Report:

- Prepare and distribute a Schematic Design Milestone Report. This document summarizes the Project scope, budget, schedule and construction sequencing plan, outlines impacts on convention center events and operations, and becomes the updated baseline control document for the Project.

1.4 50% Design Development / Initial Guaranteed Maximum Price Proposal

1.4.1 Progress Work Sessions:

- Conduct structured work sessions with the Project Team to review design progress, discuss alternatives, resolve issues, and schedule assignments to move the Project forward.
- Prepare and distribute meeting notes.

1.4.2 50% Design Development("DD") Review by Project Team:

- Facilitate a Project Team review of the 50% DD documents to confirm conformance with the updated baseline control document, and to ensure that comments made during the previous review have been addressed. This review concentrates on determining if there are significant deficiencies and missing elements in the design without assuming the design and construction responsibility or liability of the Architect and Design-Assist Contractor for final Project.
- Develop and maintain a design review log to track comments from Project Team members and stakeholders, along with the responses to the comments, through Project completion.

1.4.3 50% DD Cost Estimate Development and Reconciliation:

- Prepare a construction cost estimate based on the 50% DD documents.
- Review, comment and reconcile the 50% DD cost estimate with the similar estimate prepared by the Design-Assist Contractor, focusing on the cost of labor, materials and equipment, margins and adjustments, and contingencies.
- Collaborate with Design-Assist Contractor to facilitate Design-Assist Contractor's preparation of a reconciled 50% DD cost estimate.

1.4.4 Value Engineering:

- Lead a structured Value Engineering (VE) session, attended by Project Team participants to review the reconciled estimate, and to identify, evaluate and recommend alternative concepts. The process correlates the estimate to the facility functions, identifies creative options, analyzes these options relative to the Project Goals, and evaluates systems, components, and details with respect to capital and operating costs.
- Facilitate the Design-Assist Contractor's preparation of an itemized recap of prioritized VE proposals with estimated costs.

1.4.5 Schedule Analysis:

- Perform an evaluation of the Architect's and the Design-Assist Contractor's schedules for design, plan review, permitting, development of the GMP, construction, occupancy and closeout. This analysis includes investigation into whether milestone completion dates for construction are feasible.
- Identify long lead items specified and advise of strategies and courses of action to mitigate delays.
- Evaluate Design-Assist Contractor's sequencing plan related to impact on availability of exhibition and meeting space in the convention center, and on operations throughout the construction period.
- Update the Summary Schedule accordingly.

1.4.6 Initial Guaranteed Maximum Price ("GMP") Proposal Review:

- Review the Design-Assist Contractor's Initial GMP proposal to facilitate delivery of the Project, including the Scope of Work, Summary of GMP, Schedule of Values, List of Drawings and Specifications, List of Clarifications and Assumptions, and Project Schedule.
- Review and comment on Design-Assist Contractor's Draft Procurement Plan, addressing availability of materials and labor, long-lead items, sole-source items, and bid package strategy.
- Review and comment on Design-Assist Contractor's Draft Construction Management Plan for compliance with contract requirements, completeness and coordination, and identify any deficiencies.
- Submit a written report to CITY addressing the clarity and completeness of the Initial GMP proposal, coordination of documents, consistency with the project budget, and recommendations to resolve any deficiencies.
- Negotiate with Design-Assist Contractor to address deficiencies and amend Initial GMP proposal to meet Project Goals.
- Perform a back-check review to verify that all comments received in the prior reviews have been sufficiently addressed in the Design-Assist Contractor's Initial GMP Proposal; Collaborate with Project Team to address any remaining outstanding issues.

1.4.7 Milestone Approvals:

- Facilitate a Project Team meeting to review, discuss and seek CITY's approval on the Project scope, cost, schedule, construction sequencing and Project Goals.

1.4.8 Milestone Report:

- Prepare and distribute a 50% DD Milestone Report. This document summarizes the Project scope, budget, schedule and construction sequencing plan, outlines impacts on convention center events and

operations, and becomes the updated baseline control document for the Project.

1.5 100% Design Development / Final Guaranteed Maximum Price Proposal(s)

1.5.1 Progress Work Sessions:

- Conduct structured work sessions with the Project Team to review design progress, discuss alternatives, resolve issues, and schedule assignments to move the Project forward.
- Prepare and distribute meeting notes.

1.5.2 Design Development Review by Project Team:

- Facilitate a Project Team review of the 100% Design Development ("DD") documents to confirm conformance with the updated baseline control document, and to ensure that comments made during the previous review have been addressed. This review concentrates on determining if there are significant deficiencies and missing elements in the design without assuming the design and construction responsibility or liability of the Architect and Design-Assist Contractor for final Project.
- Develop and maintain a design review log to track comments from Project Team members and stakeholders, along with the responses to the comments, through Project completion.

1.5.3 100% DD / Final GMP Cost Estimate Development and Reconciliation:

- Prepare up to (3) construction cost estimates based GMP package(s).
- Review, comment and reconcile the GMP package cost estimate(s) with the similar estimate prepared by the Design-Assist Contractor, focusing on the cost of labor, materials and equipment, margins and adjustments, and contingencies.
- Collaborate with Design-Assist Contractor to facilitate Design-Assist Contractor's preparation of a reconciled GMP package cost estimate(s).

1.5.4 Value Engineering:

- Lead a structured Value Engineering (VE) session, attended by Project Team participants to review the reconciled estimate, and to identify, evaluate and recommend alternative concepts. The process correlates the estimate to the facility functions, identifies creative options, analyzes these options relative to the Project Goals, and evaluates systems, components, and details with respect to capital and operating costs.
- Facilitate the Design-Assist Contractor's preparation of an itemized recap of prioritized VE proposals with estimated costs.

1.5.5 Schedule Analysis:

- Perform an evaluation of the Architect's and the Design-Assist Contractor's schedules for design, plan review, permitting, development of the GMP, construction, occupancy and closeout. This analysis includes investigation into whether milestone completion dates for construction are feasible.
- Identify long lead items specified and advise of strategies and courses of action to mitigate delays.

- Evaluate Design-Assist Contractor's sequencing plan related to impact on availability of exhibition and meeting space in the convention center, and on operations throughout the construction period.
- Update the Summary Schedule accordingly.

1.4.9 Final GMP Proposal Review:

- Review the Design-Assist Contractor's Final GMP proposal to facilitate delivery of the Project, including the Scope of Work, Summary of GMP, Schedule of Values, List of Drawings and Specifications, List of Clarifications and Assumptions, and Project Schedule.
- Review and comment on Design-Assist Contractor's Final Procurement Plan, addressing availability of materials and labor, long-lead items, sole-source items, and bid package strategy.
- Review and comment on Design-Assist Contractor's Final Construction Management Plan for compliance with contract requirements, completeness and coordination, and identify any deficiencies.
- Submit a written report to CITY addressing the clarity and completeness of the Final GMP proposal, coordination of documents, consistency with the project budget, and recommendations to resolve any deficiencies.
- Negotiate with Design-Assist Contractor to address deficiencies and amend Final GMP proposal to meet Project Goals.
- Perform a back-check review to verify that all comments received in the prior reviews have been sufficiently addressed in the Design-Assist Contractor's Final GMP Proposal; Collaborate with Project Team to address any remaining outstanding issues.

1.5.6 Milestone Approvals:

- Facilitate a Project Team meeting to review, discuss and seek CITY's approval on the Project scope, cost, schedule, construction sequencing and Project Goals.

1.5.7 Milestone Report:

- Prepare and distribute a 100% DD Milestone Report. This document summarizes the Project scope, budget, schedule and construction sequencing plan, outlines impacts on convention center events and operations, and becomes the updated baseline control document for the Project.

1.5.8 Subcontractor Outreach Presentation:

- Attend and participate in a Subcontractor Outreach Presentation to address Project specifics. This presentation performed by the Design-Assist Contractor will convey the Project Goals and promote interest in the construction work. The Design-Assist Contractor will prepare the agenda and presentation, provide notification, document discussions, and perform follow-up actions.

1.5.9 Subcontractor Pre-Bid Conferences:

- Attend and participate in Subcontractor Pre-Bid Conferences and offer suggestions and recommendations to facilitate the delivery of the Project. These conferences chaired by the Design-Assist Contractor will convey the Project Goals, selection process, lines of communication and approach to bid proposal submission for the Project. The Design-Assist Contractor will prepare the agenda and document the meeting

discussions, follow-up actions, responsible Team member and agreed upon timelines.

1.5.10 Pre-Award Conference:

- Assist CITY with a Pre-Award Conference with the Design-Assist Contractor and other Project Team members to facilitate the award of construction contracts and commencement of construction. This conference provides a review and discussion of the proposed Subcontractors, Design-Assist Contractor's self-performed work, Design-Assist Contractor's proposed Contract Price, contingencies, date of construction commencement, and scheduling of the Pre-Construction Conference. Offer suggestions and recommendations to promote the Project delivery. CITY will prepare the agenda while the Design-Assist Contractor will document the conference discussions, follow-up actions, responsible Team member and agreed upon timelines.

1.6 Construction Documents

1.6.1 Progress Work Sessions:

- Conduct structured work sessions with the Project Team to review design progress, discuss alternatives, resolve issues and schedule assignments to move the Project forward. Prepare and distribute meeting notes.

1.6.2 Construction Document Review by Project Team:

- Facilitate a Project Team review of the Construction Documents ("CD") to confirm conformance with Project Goals, and to ensure that prior comments have been addressed. This review concentrates on determining if there are significant deficiencies and missing elements in the design without assuming the design and construction responsibility or liability of the Architect and Design-Assist Contractor for final Project.
- Develop and maintain a design review log to track comments from Project Team members and stakeholders, along with the responses to the comments, through Project completion.

1.6.3 Schedule Analysis:

- Perform a schedule evaluation, with assistance from Design-Assist Contractor and Architect, to validate Project delivery dates. This analysis includes investigation into whether milestone completion dates for construction are feasible.
- Identify long-lead items specified and advise of strategies and courses of action to mitigate delays.
- Evaluate Design-Assist Contractor's sequencing plan related to impact on availability of exhibition and meeting space in the convention center, and on operations throughout the construction period.
- Notify Project Team of actual or potential deviations from schedule.
- Update the Summary Schedule accordingly.

1.6.4 Milestone Approvals:

- Facilitate a Project Team meeting to review, discuss and seek CITY's approval on the Project scope, cost, schedule, construction sequencing and Project Goals.

1.6.5 Milestone Report:

- Prepare and distribute a Construction Development Milestone Report. This document summarizes the Project scope, budget, schedule and construction sequencing plan, outlines impacts on convention center events and operations, and becomes the updated baseline control document for the Project.

2 CONSTRUCTION, OCCUPANCY AND CLOSE-OUT PHASE SERVICES (OPTIONAL)

Prior to City Council authorization to proceed to the construction phase, CITY and CONTRACTOR will review the Design-Assist Contractor's Final GMP and, if needed and agreed to by both parties, prepare a supplemental agreement to modify the CONTRACTOR's proposed scope of work and fee as set forth in Section 2 and Attachment 1 to Exhibit B, respectively. Upon receipt of a written notice to proceed from CITY, CONTRACTOR will provide the following services during the Construction, Occupancy and Closeout Phase. CONTRACTOR shall not proceed with these services without such written notice.

2.1 General Requirements

2.1.1 Construction, Occupancy and Close-out Phase Duration:

- CONTRACTOR will provide services in this phase for a period of approximately thirty-four (34) months, commencing upon CONTRACTOR'S written notice to proceed from CITY.

2.1.2 Leadership and Management:

- Provide leadership and coordination of the Project Team to facilitate delivery of the Project consistent with the Project Goals. Issues to be addressed include the aesthetic, functional, quality, budget, and schedule objectives defined in the Contract Documents, Drawings, Specifications, Guaranteed Maximum Price (GMP) Proposal, and Project Schedule.
- Monitor performance of Architect in accordance with Architect's contract requirements, and alert CITY of any deficiencies or outstanding issues.
- Monitor performance of Design-Assist Contractor in accordance with Design-Assist Contractor's contract requirements, and alert CITY of any deficiencies or outstanding issues.

2.1.3 Special Meetings:

- Attend City Council, Planning & Design Commission meetings to make presentations or respond to questions regarding the Project.

2.2 Project Administration

2.2.1 Pre-Construction Conference:

- Collaborate with the Design-Assist Contractor and Architect to develop the agenda, and assist with development of presentations for the Pre-Construction Conference. Attend and participate in the Pre-Construction Conference and offer suggestions and recommendations to facilitate the delivery of the Project. This Project Team meeting will be chaired by the Design-Assist Contractor, and will convey the lines of communication and

approach to administration of the Project. The Design-Assist Contractor will prepare the agenda in coordination with the CONTRACTOR and Architect, and document the meeting discussions, follow-up actions, responsible team members and agreed upon timelines.

2.2.2 Progress Meetings:

- Attend and participate in weekly Progress Meetings chaired by the Design-Assist Contractor. Offer suggestions and recommendations to facilitate decision-making and ultimately the delivery of the Project. This Project Team meeting will review the progress, discuss issues and resolutions, and identify the team member responsible for the follow-up action and time frame to complete address the unresolved issues. The Design-Assist Contractor will document the meetings discussions, define status of issues, identify responsible team member for follow-up action, and confirm timelines.

2.2.3 Tracking Logs:

- Monitor tracking logs and offer suggestions and recommendations to facilitate the delivery of the Project. These logs, prepared and updated by the Design-Assist Contractor, will track Submittals, Request for Information, Architect's Supplemental Instructions, Proposal Requests, Proposed Change Orders, and Change Orders. The Design-Assist Contractor will provide access to review status of these logs.

2.2.4 Furniture, Fixtures and Equipment Coordination:

- Coordinate with Architect, Design-Assist Contractor and CITY to include current FF&E costs in Project Cost Reports, including FF&E in Design-Assist Contractor's scope and FF&E procured directly by CITY.

2.3 Cost Control

2.3.1 Project Cost Report:

- With input from the Design-Assist Contractor and Architect, prepare a monthly Project Cost Report and submit to CITY. The Reports shall note the Project budget, the actual costs committed and paid to date, the estimated cost to complete the Project, and include a narrative outlining major changes and recommendations.

2.3.2 Design-Assist Contractor Contingency Authorization:

- Review contingency authorization requests, negotiate and recommend final approval. The Design-Assist Contractor will prepare and submit potential contingency authorization requests, complete with supporting documentation for analysis. Subsequent to review and approval, the Design-Assist Contractor will prepare and submit the final document for execution.

2.3.3 Design-Assist Contractor Change Orders:

- Review and analyze potential change orders and negotiate and recommend final change orders. The Design-Assist Contractor will prepare and submit potential change orders complete with supporting documentation for analysis. Subsequent to review and approval, the Design-Assist Contractor will prepare and submit the final change order for execution.

2.3.4 Design-Assist Contractor Payment Applications:

- Review and validate preliminary payment applications and recommend final payment applications prepared for and by the Design-Assist Contractor. These applications will be consistent with the schedule of values itemized in the Guaranteed Maximum Price.

2.4 Schedule

2.4.1 Project Schedule:

- Review the approved Project Schedule prepared by the Design-Assist Contractor and submitted with the GMP Proposal. Confirm with the Design-Assist Contractor that this is the baseline prior to the start of construction. Offer suggestions and recommendations to facilitate the delivery of the Project without usurping or assuming the Design-Assist Contractor's responsibility for means and methods.

2.4.2 Construction Schedule Updates:

- Review construction schedule updates prepared by the Design-Assist Contractor, identify deviations, propose alternatives, and request remedial action. The Design-Assist Contractor is responsible for three-week look-ahead schedules and monthly updates to the overall construction schedule.

2.5 Quality Control

2.5.1 Field Observation:

- Perform field observations of the construction and report any observed conditions inconsistent with the Construction Documents, plans, specifications, and standard practices. Notify Architect, Design-Assist Contractor and CITY of deficiencies and offer suggestions and recommendations to address issues. Document observations and discussions in Field Observation Reports.
- Inspect material stored on-site to verify it is stored properly to prevent damage to the material, and the Design-Assist Contractor has adequate security measures in place to prevent theft or vandalism.
- Provide photographs of any critical developments or conditions observed during construction (e.g. flood damage, accidents, substandard work, structural failure), and include photos in Field Observation Reports.
- Report any observed unsafe practices or site safety conditions which are patently unacceptable and jeopardize the life and health of employees on the site, the public, or adjacent property.

2.5.2 Punch List:

- Assist the development of the punch list prepared by the Design-Assist Contractor and Architect and monitor the endeavors to complete the identified remedial work.

2.5.3 Construction Materials Testing:

- Coordinate with Architect, Design-Assist Contractor and CITY to identify Construction Materials Testing requirements and deliverables.

2.5.4 LEED Commissioning:

- Participate in activities related to commissioning, enhanced commissioning, and LEED Certification, if CITY elects to do LEED certification for the Project.

2.5.5 Inspections and Special Inspections:

- Coordinate with Architect, Design-Assist Contractor and CITY to develop a strategy to streamline inspections by CITY and other agencies.
- Coordinate with Architect, Design-Assist Contractor and CITY to identify an effective approach for CITY's procurement, management and execution of special inspection services needed for the Project.

2.5.6 Other items:

- Make recommendations and/or implement procedures to reduce the likelihood of disputes and claims.

2.6 Project Close-Out

2.6.1 Record Documentation:

- Assure that the Design-Assist Contractor distributes a complete set of approved shop drawings for the Project and all other records with respect to the Project at the Project completion, including but not limited to, required warranties, operation/maintenance manuals, affidavits, releases, keys, drawings, permits and other contract items.

2.6.2 Owner Training:

- Assure that the Design-Assist Contractor schedules training of Owner's maintenance personnel for building systems and equipment as required in the specifications.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **$1,855,000_.**

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services monthly on a lump sum basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.*]*

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job/Project Name
(2) CITY's current Purchase Order Number
(3) CONTRACTOR's Invoice Number
(4) Date of Invoice Issuance
(5) Work Order Number (if applicable)
(6) CITY representative identified on the Purchase Order
(7) CONTRACTOR's remit address for payment
(8) Description of services billed under Invoice
(9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(10) Total Billed to Date under Agreement

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

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

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

ATTACHMENT 1 TO EXHIBIT B

COMPENSATION

Compensation is based on the planned schedule for design, permitting, procurement, construction, occupancy and close-out, over a forty-three (43) month period commencing on the Effective Date of this Agreement.

Services provided under this Agreement include two phases, as follows:

1. DESIGN, PERMITTING AND PROCUREMENT PHASE SERVICES
(16 MONTHS, JUN 2017 – SEP 2018)

Professional Services Fees	
Project Management, Team Coordination and Reporting	$1,300,000
Administrative Support	$115,000
Cost Management	$20,000
Scheduling	$20,000
Subtotal	$1,455,000
Detailed Cost Estimates	$250,000
Subtotal	$1,705,000
Authorized Reimbursable Expenses (not to exceed)	$150,000
Total Compensation	$1,855,000

CONTRACTOR will submit lump sum invoices on a monthly basis for professional services fees for the following months:

- June 2017
- July 2017
- August 2017
- September 2017
- October 2017
- November 2017
- December 2017
- January 2018
- February 2018
- March 2018
- April 2018
- May 2018
- June 2018
- July 2018
- August 2018
- September 2018

Separate monthly invoices for Authorized Reimbursable Expenses will also be submitted.

2. CONSTRUCTION, OCCUPANCY AND CLOSE-OUT PHASE SERVICES (OPTIONAL)
(34 MONTHS, MAR 2018 – DEC 2020)

Professional Services Fees	
Project Management, Team Coordination and Reporting	$1,775,000
Administrative Support	$230,000
Cost Management	$80,000
Scheduling	$40,000
Subtotal	$2,125,000
Authorized Reimbursable Expenses (not to exceed)	$105,000
Total Compensation	$2,230,000

CONTRACTOR will submit invoices on a monthly basis for professional services fees for the following months:

- March 2018
- April 2018
- May 2018
- June 2018
- July 2018
- August 2018
- September 2018
- October 2018
- November 2018
- December 2018
- January 2019
- February 2019
- March 2019
- April 2019
- May 2019
- June 2019
- July 2019
- August 2019
- September 2019
- October 2019
- November 2019
- December 2019
- January 2020
- February 2020
- March 2020
- April 2020
- May 2020
- June 2020
- July 2020
- August 2020
- September 2020
- October 2020
- November 2020
- December 2020

Separate monthly invoices for Authorized Reimbursable Expenses will also be submitted.

BILLABLE RATES

The following hourly billable rates were used to establish the total compensation specified above.

- Project Director - $205
- Support Services Manager - $205
- Senior Project Manager - $190
- Contract Administrator - $175
- Project Manager - $165
- Estimator - $140
- Schedule Specialist - $140
- Assistant Project Manager - $130
- Project Administrator - $75
- Administrative Assistant - $70

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

_____ Not furnish any facilities or equipment for this Agreement;

or

__X__ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

Reasonable access to the Convention Center, as necessary, to perform the Services specified in Exhibit A.

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. Time. CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. Conflicts of Interest. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. Confidentiality of CITY Information. During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A

violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities

performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

(5) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than two million ($2 million) dollars. Professional Liability (Errors and Omissions) insurance:

Is X Is not _____ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least 5 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In

all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other

default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. Use Tax Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

20. Local Business Enterprise Participation Requirements. If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the "LBE Requirements"), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:
http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements

EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers' Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

   I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

   _____

   Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

   To be completed by the City Representative if this Agreement is for the performance of any Public Work:

   Contractor DIR registration #: _____**DOES NOT APPLY**_____

   Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than $25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq*., which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

   This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.

6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

Exhibit C

Community Center Fund Interfund Loan to Project M17100100 for the Sacramento Convention Center (SCC) Renovation and Expansion Project

Purpose:
To fund needed design and pre-construction services work at the City owned SCC located at 1400 J Street in the Sacramento Convention Center Complex. Without the design work the City will have to wait until the bond issuance in October 2017 before the design work could begin. If the design is not started until then and the Council directs staff to proceed with construction at that time as well, this would cause a significant delay to the project, result in cost escalation of the construction work and disrupt the Community Center Theater renovation project which shares a central plant with the Convention Center. This would result in additional costs to that project as well.

Funding Source:
The fund balance from the Community Center (Fund 6010).

Availability of Funds:
The fund balance of the Community Center Fund has sufficient resources to provide funding for this time sensitive investment without affecting current program needs.

Repayment of Interfund Loan:
The bond proceeds to be issued in October 2017 will repay the $3.8 million loan, without interest, in accordance with the Declaration of Official Intent to Reimburse the City from Bond Proceeds for Certain Expenditures Related to the Community Center Theater Transformation Project, the Memorial Auditorium Renovation Project, and the Convention Center Expansion Project (Resolution No. 2017-0036).

In the event the City Council does not authorize construction of this project this loan will be forgiven.

Exhibit D

General Fund Interfund Loan to Project M17100100 for the Sacramento Convention Center (SCC) Renovation and Expansion Project

Purpose:
To fund needed design and pre-construction services work at the City owned SCC located at 1400 J Street in the Sacramento Convention Center Complex. Without the design work the City will have to wait until the bond issuance in October 2017 before the design work could begin. If the design is not started until then and the Council directs staff to proceed with construction at that time as well, this would cause a significant delay to the project, result in cost escalation of the construction work and disrupt the Community Center Theater renovation project which shares a central plant with the Convention Center. This would result in additional costs to that project as well.

Funding Source:
The fund balance from the General Fund (Fund 1001).

Availability of Funds:
The fund balance of the General Fund has sufficient resources to provide funding for this time sensitive investment without affecting current program needs.

Repayment of Interfund Loan:
The bond proceeds to be issued in October 2017 will repay the $3.8 million loan, without interest, in accordance with the Declaration of Official Intent to Reimburse the City from Bond Proceeds for Certain Expenditures Related to the Community Center Theater Transformation Project, the Memorial Auditorium Renovation Project, and the Convention Center Expansion Project (Resolution No. 2017-0036).

In the event the City Council does not authorize construction of this project this loan will be forgiven.

Exhibit E

Innovation and Growth Fund Interfund Loan to Project M17100100 for the Sacramento Convention Center (SCC) Renovation and Expansion Project

Purpose:
To fund needed design and pre-construction services work at the City owned SCC located at 1400 J Street in the Sacramento Convention Center Complex. Without the design work the City will have to wait until the bond issuance in October 2017 before the design work could begin. If the design is not started until then and the Council directs staff to proceed with construction at that time as well, this would cause a significant delay to the project, result in cost escalation of the construction work and disrupt the Community Center Theater renovation project which shares a central plant with the Convention Center. This would result in additional costs to that project as well.

Funding Source:
The Innovation and Growth Fund (Fund 2031).

Availability of Funds:
The Innovation and Growth Fund has sufficient resources to provide funding for this time sensitive investment without affecting current program needs.

Repayment of Interfund Loan:
The bond proceeds to be issued in October 2017 will repay the $3.8 million loan, without interest, in accordance with the Declaration of Official Intent to Reimburse the City from Bond Proceeds for Certain Expenditures Related to the Community Center Theater Transformation Project, the Memorial Auditorium Renovation Project, and the Convention Center Expansion Project (Resolution No. 2017-0036).

In the event the City Council does not authorize construction of this project this loan will be forgiven.