



6

DEPARTMENT OF  
PLANNING AND DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

1231 I STREET  
SACRAMENTO, CA

ADMINISTRATION  
ROOM 300  
95814-2987  
916-449-5571

July 2, 1990

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

Budget and Finance  
Sacramento, California

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

Honorable Members in Session:

Subject: River Tower Project (P89-186) Contract Authorization to Amend City Agreement 89-149 in an Amount Not to Exceed \$105,090 to Provide Additional Environmental Review Services

#### SUMMARY

This report recommends authorization to amend City Agreement 89-149 in an amount not to exceed \$105,090. This amendment will provide additional environmental review for the River Tower Project, located on the northeast corner of 12th and I Streets. The amendment is required due to a change in the project description. The Keith Companies is the consultant under contract with the City. The original contract authorization was in the amount of \$82,194 and the amendment will bring the authorized total to \$105,090. This amendment will have no net effect on the City General Fund since all contract costs are paid by the developer.

#### BACKGROUND

On January 2, 1990 the City Council authorized City Agreement 89-149 between the Keith Company and the City of Sacramento to provide environmental review services for the River Tower Project, located at the northwest corner of 12th and I Streets. The original contract authorization was in the amount of \$82,194. On May 17, 1990 the developer of River Tower, JB Company, advised the City of a change in the scope of the project.

The change to the River Tower Project involves the reduction of the office square footage by 26,476 square feet and the increase of

parking spaces by 107 spaces. The project, as revised, is:

Gross s.f.	518,605
Parking	1,038
Height in floors	34
Site in acres	.918

These changes in the project description will require reanalysis of certain databases, specifically those related to traffic impacts.

#### FINANCIAL DATA

The original contract authorization for the project, City Agreement 89-149, was in the amount of \$82,194. This amendment to the authorization in the amount of \$20,815 (with a \$2,081 contingency) will bring the total authorized to \$105,090. Environmental contracts such as this one, executed between the City and a consultant, to perform environmental review services for a private development project have no net effect on the City General Fund. The developer puts on deposit with the City the entire cost of the environmental review portion of the project. Consultant invoices and staff charges are then drawn from this deposit.

#### POLICY CONSIDERATIONS

It is existing City policy to contract private development EIRs.

#### MBE/WBE CONSIDERATIONS

The Keith Company is not a city certified MBE/WBE vendor.

#### RECOMMENDATION

It is recommended that the Budget and Finance Committee recommend City Council adoption of the attached resolution with authorizes the City Manager and City Clerk to execute a contract amendment to City Agreement 89-149, in an amount not to exceed, \$105,090 with the Keith Company for P89-186, the River Tower Project.

Respectfully submitted,



Carol L. Branan  
Environmental Services Manager

Recommendation Approved:

*For: John Winkler Jr.*  
JACK R. CRIST  
Deputy City Manager

Approved:



MICHAEL M. DAVIS  
Director, Planning and  
Development

Persons to contact:

Carol Branan 449-2037  
Diana Parker 449-2037

August 28, 1990  
District 1

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

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

A RESOLUTION AUTHORIZING THE CITY  
MANAGER TO AMEND A PROFESSIONAL  
SERVICES CONTRACT (89-149) WITH THE KEITH  
COMPANIES TO PREPARE THE RIVER TOWER EIR  
(P89-186)

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

The City Manager and City Clerk are hereby authorized and directed to amend on behalf of the City of Sacramento, a Professional Services Agreement 89-149 with the Keith Companies to prepare the EIR for the River Tower project for an amount not-to-exceed \$105,090.

\_\_\_\_\_  
MAYOR

ATTEST:

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

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FOR CITY CLERK USE ONLY

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

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

AMENDMENT NO. 1

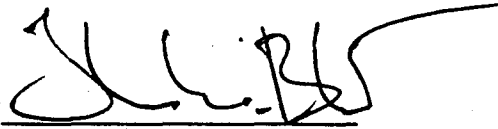
CITY AGREEMENT NO 89-149  
THE KEITH COMPANIES

This Amendment to City Agreement 89-149 is made at Sacramento, California on July 31, 1990 by and between the City of Sacramento (City), a Municipal Corporation and The Keith Companies (Consultant). The parties agree to amend the above referenced agreement as stated in Exhibit A and B of this Amendment.

CITY OF SACRAMENTO  
A MUNICIPAL CORPORATION

THE KEITH COMPANIES

by \_\_\_\_\_  
Walter J. Slipe  
City Manager

by  \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

by \_\_\_\_\_  
Deputy City Attorney

by \_\_\_\_\_  
City Clerk

EXHIBIT A

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

- B. Buildout Pursuant to Zone - 75,000 square feet of office use, 188 parking spaces.
- C. 147,602 square feet of office development, 369 parking spaces.
- D. 300,000 square feet of office development, 749 parking spaces.
- E. An alternative site on the block bounded by K and L and 14th and 15th Streets.

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

Environmental Assessment

Each of the following subject areas will be assessed utilizing existing conditions as the base. The analysis will be either quantitative or qualitative, as appropriate, for each of the alternatives. Where feasible, the analysis will identify mitigation measures for each identified impact.

1. Land Use, Zoning, and Adopted Plans

- A. Review appropriate plans, including the City General Plan, the Central City Community Plan, the combined Downtown Redevelopment Plan, and the Sacramento Urban Design Plan, affecting existing and planned land uses in the area of the proposed project.
- B. Briefly identify and map projects which are existing, approved, and planned for the project area. This analysis will address the cumulative effects of the following types of projects: existing uses; approved projects; major buildings under construction; planned projects with formal application; known projects; and the proposed projects.
- C. Assess the relationship of the proposed office building to other planned development in the area and evaluate the overall effects of the development on the character of the study area. This section will describe the changes in land uses pattern and potential conflicts between different types of land uses.

alternatives.

- D. Evaluate the proposed projects in terms of the Sacramento Urban Design Plan. Discuss the project's compliance with the Urban Design Plan's Architectural Design and Streetscape Guidelines.
- E. Evaluate the development alternatives in terms of potential impacts on view corridors or incompatibly with the existing neighborhood character as identified in the visual sensitivity diagram.
- F. Develop feasible mitigation measure including height, bulk, setback, building materials/color, and landscaping of specific projects and view corridors.

18. Soils/Geology

- A. Briefly describe the geological characteristics of the project area, including groundwater. Describe any geological or seismic hazards that might impact the facility or surrounding structures during construction and after completion of the project. Propose any required mitigation measures.

19. Cultural Resources

- A. Identify potential cultural resource areas, including historic locations, within the project area.
- B. Survey historic properties based on the City of Sacramento's listed structures inventory. Supplement and verify the condition of these essential and priority structures through field survey.
- C. Structures eligible for essential and priority status will be identified.

20. Fiscal Impacts

- A. Describe the costs of providing the various municipal services, including transportation improvements and services, for each development alternative. Compile the costs into a summary statement indicating total service costs for the development alternatives.
- B. Determine the total revenues generated by the proposed development alternatives, including, but not limited to, changes in property tax revenues, sales taxes, and other sources of City revenue. Summarize the revenues which could be anticipated by the City from each of the development alternatives.
- C. Summarize and compare the costs and revenues determined above. Calculate and discuss the net fiscal effect on all City Funds, including the General Fund and Enterprise Funds, from each of the development alternatives.

EXHIBIT B

Amends Exhibit B of the original Agreement, page 16, as expressed in the attached page. All other sections of Exhibit B remain unchanged.



**EXHIBIT B**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**WITH THE KEITH COMPANIES**

**FEE SCHEDULE/MANNER OF PAYMENT**

- The City shall pay Consultant a total sum not-to-exceed ~~\$74,722~~ \$95,537 for services pursuant to the Agreement. Payment shall be limited to a maximum of 75 percent of the cost estimated for each task below, until such time as that task is completed. Payment beyond 75 percent will be made after acceptance of the completed task. Consultant shall submit monthly progress reports along with an itemization of time, material, and other expenditures by an invoice, and shall also tabulate total staff hours and costs by task for the current billing period, as well as accumulative totals of hours and costs to date.

<u>TASK</u>	<u>Cost</u>	<u>Amended Cost</u>
1	\$1,000	\$21,815
2	55,920	55,920
3	6,000	6,000
4	<u>3,000</u>	<u>3,000</u>
Labor Subtotal	\$65,920	\$86,735

- Compensation for labor shall be made in accordance with the following hourly rate schedule. Employees identified in the Consultant's proposal by classification shall not be replaced or moved to a higher payment classification without prior approval of the City.

<u>Professional Classification</u>	<u>Per Hour</u>
Director of Planning	\$125.00
Senior Planner	82.00
Planner	62.00
Planning Technician	36.00
Office Assistant	36.00

- In addition to professional fees identified in Section 2 of this Exhibit, the City will reimburse the Consultant for direct costs set forth below:

A. Direct Costs

Document Printing (170 EIR's)	\$4,250
Misc. Copying	100
Travel	1,200
Mailing	200
Administrative Costs	<u>3,052</u>
Total	\$8,802

4. Manner of Payment. The Consultant shall submit invoices to the City at intervals no more frequently than monthly. These invoices shall clearly identify all billable services as identified in Section 2 and 3 of this Exhibit; including an itemization of: employee name, title, hourly rate and hours billed. Direct expenditure will be identified in relation to the schedule established in Section 2 of this Exhibit. Total accumulated expenses for each task will also be identified. Payment will not be made for invoices that do not have this supporting information or for expenditures not expressly identified in Section 2 and 3 of this Exhibit.

Request for payment shall be sent to:

City of Sacramento  
Planning and Development Department  
1231 "I" Street, Room 302  
Sacramento, CA 95814  
Attn: Michelle Basurto  
Ref: P89-186

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

Department: PLANNING AND DEVELOPMENT

Division: ENVIRONMENTAL SERVICES

PN/P#: RIVER TOWER (P89-186)

Coordinator: CAROL BRANAN

**CITY OF SACRAMENTO**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Sacramento, California, as of March 13, 1990, by and between the CITY OF SACRAMENTO, municipal corporation ("City") and

THE KEITH COMPANIES

(Consultant)

2995 Red Hill

~~200 Baker Street,~~

Costa Mesa,

CA

92626

(Address)

(City)

(State)

(Zip)

("Consultant"), who agree as follows:

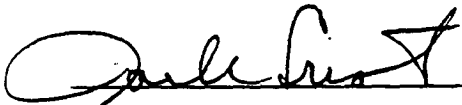
1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services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

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

Executed as of the day first above stated.

CITY OF SACRAMENTO  
A Municipal Corporation

CITY:

  
\_\_\_\_\_


Deputy City Manager  
(Title)

CONSULTANT:

  
\_\_\_\_\_

Design Division Manager  
(Consultant Title)  
151 Kalvus Drive, Bldg B #101  
Costa Mesa CA 92626  
(Address)

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY ATTORNEY

ATTEST:

  
\_\_\_\_\_

Deputy CITY CLERK

Attachments:

Exhibit A Exhibit C  
Exhibit B Exhibit D

**EXHIBIT A**  
**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**  
**REPRESENTATIVES AND SERVICE TO BE PROVIDED**  
**BY THE KEITH COMPANIES**

1. Representatives:

The City Representative for this Agreement is:

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

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

The Consultant Representative for this Agreement is:

<del>Marlis Mang</del>	<u>Project Manager</u>	<u>(714) 641-9269</u>
(Name)	(Title)	(Telephone)

*THOMAS HOLM* *540-0800*

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

City of Sacramento  
Planning and Development Department  
1231 "I" Street, Room 302  
Sacramento, CA 95814  
Attn: Carol Branan

2. Services to be provided are specified below:

Title: Environmental Impact Report for the River Tower Project.

Scope of Work Overview

Subject to the terms and conditions set forth herein, Consultant shall provide services and a work product done in complaince with the California Environmental Qualtiy Act (CEQA), the guidelines for implementation of CEQA and the local regualtions of the City.

## Scope of Work

**Task 1.0 Project Initiation and Definition** - The Consultant will meet with city staff, to confirm project objectives, scheduling and submittal requirements for the EIR. Additional background and file data will be provided to the Consultant and a consensus will be developed as to the project parameters and statistical profile for each of the alternatives (i.e., use mix, building square footage, parking, etc.).

**Task 2.0: Draft Environmental Impact Report** - Subtasks required to complete the EIR are identified below:

**2.1 Screencheck Draft EIR** - The Consultant will prepare an EIR meeting requirements of the California Environmental Quality Act (CEQA) and the City. Copies of the completed Screencheck Draft EIR will be submitted for comment by City staff. An outline and work scope for the environmental assessment is provided in the following section.

**2.2 Draft EIR** - The Consultant will meet with City staff to review all necessary changes in the review draft EIR. Changes in the EIR will be made as directed by the City and the revised EIR will be promptly submitted for City distribution and public review.

**Task 3.0: Final EIR** - The Consultant will meet with City staff to review all comments received on the draft EIR. Written responses to all comments will be prepared for inclusion in the Final EIR and any necessary changes to the draft EIR will be made.

**Task 4.0: Project Management/Coordination/Meetings/Public Hearings** - Consultant representatives will attend one (1) kick-off meeting to discuss the scope of the EIR and to verify format requirements. The kick-off meeting will be instrumental in fine-tuning the scope and schedule for the EIR. In addition, Five (5) other meetings with the project team and/or with the City have been included in the project budget. Attendance at additional meetings will be billed on a time and materials basis.

The Project Manager or Director will also attend and provide oral presentations to the City's Planning Commission and City Council. Attendance at public hearings will be billed on a time and materials basis.

## KEY TOPICS/ISSUES

### Preface

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

### Project Description

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

### Summary of Findings

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

1. The significant environmental effect of the proposed project.
2. Any significant environmental effects of the proposed project which cannot be avoided if the proposal is implemented.
3. Mitigation measures proposed to minimize the significant effects. Where feasible, mitigation measures will be developed to reduce significant adverse impacts to a less than a significant level. The expected reduction of impacts will be quantified in the text of the report.
4. Evaluation of project alternatives. The purpose of the evaluation of the alternatives is to provide decision-makers with a summary assessment of the comparative effects of each of the alternatives, focusing on the significant, unavoidable impacts, both short- and long-term, and on mitigation measures to such impacts. The evaluations of the alternatives will compare, in a summary form, key impacts such as traffic circulation, microclimate, air, and visual quality impacts. A summary table containing a comparative evaluation of the impacts and mitigations of each of the alternatives will also be included. The comparative evaluation will include consistency of adopted City policies. The specific alternatives to be evaluated are:
  - A. No-Project - The project site would not be developed as proposed and the property would be maintained in its present use. Under the no-project alternative, the site would continue to be developed with office and parking uses.

- B. Buildout Pursuant to Zone - 75,000 square feet of office use, 188 parking spaces.
  - C. 147,602 square feet of office development, 369 parking spaces.
  - D. 300,000 square feet of office development, 749 parking spaces.
5. The relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity.
  6. Any significant irreversible environmental changes which would be involved in the proposed project should it be implemented.
  7. The growth-inducing impact of the proposed project.

#### Environmental Assessment

Each of the following subject areas will be assessed utilizing existing conditions as the base. The analysis will be either quantitative or qualitative, as appropriate, for each of the alternatives. Where feasible, the analysis will identify mitigation measures for each identified impact.

1. Land Use, Zoning, and Adopted Plans
  - A. Review appropriate plans, including the City General Plan, the Central City Community Plan, the combined Downtown Redevelopment Plan, and the Sacramento Urban Design Plan, affecting existing and planned land uses in the area of the proposed project.
  - B. Briefly identify and map projects which are existing, approved, and planned for the project area. This analysis will address the cumulative effects of the following types of projects: existing uses; approved projects; major buildings under construction; planned projects with formal application; known projects; and the proposed projects.
  - C. Assess the relationship of the proposed office building to other planned development in the area and evaluate the overall effects of the development on the character of the study area. This section will describe the changes in land uses pattern and potential conflicts between different types of land uses.



2. Population

- A. Briefly describe the existing population in the project area in terms of total population, household size, age by sex, ethnic mix, education, the distribution of the household income, employment by industry and employment locations. Discuss the potential impact of the project on population growth and composition in the project area. Identify mitigation measures to reduce any potential adverse impacts to a less than significant level.

3. Housing

- A. Describe the existing housing stock in the project area in terms of condition, tenure, unit type, vacancy, and cost/rental rates.
- B. Define the residential market affected by the proposed project. Determine the number and type of housing units that would be eliminated.
- C. Identify any mitigation measures required to reduce identified impacts to housing to a less than significant level.

4. Employment

- A. Describe the existing permanent jobs by employment category (using SIC codes) and average salaries and forecast the number and type of jobs that would be displaced, eliminated and generated by the proposed project. The forecast will include estimates of temporary positions created by construction and permanent positions in the office project. Employment estimates shall be presented in terms of job classification and average salary. All forecasts will be placed within the context of the regional forecasts identified in the General Plan EIR.
- B. Provide a comparison of existing permanent jobs and salaries and projected permanent jobs and salaries.

5. Transportation/Circulation

- A. Review existing City traffic reports for current baseline data. Describe the existing transportation system in terms of roadways, bikeways, public transit, and the light rail system. Develop methodologies and models to estimate future traffic volumes and estimates of trip generation and distribution. Contact all appropriate agencies and collect data relevant to the traffic assessment.

- B. Analyze shifts and traffic patterns caused by the alternatives. Traffic engineering staff shall review and approve the computer model, roadway network, traffic zones, traffic generation, rates, and other assumptions for the study area, including each development alternative prior to running the traffic projects for average daily trips (ADT, AM and PM peak traffic volumes). Traffic counts will be conducted, if necessary, at all key intersections.
- C. Provide a summary of trip distribution based on existing traffic modified to reflect cumulative Central City development. Utilize information from past studies in the area if applicable.
- D. For the best and the worst cases analyzed above, study cumulative long-range traffic impacts by assuming the 2010 buildout conditions as provided by the City's General Plan Update Sub-Regional Transportation model.
- E. Quantify the traffic generated for both existing conditions and the development scenarios on current and proposed street systems, intersections, and interchanges. Quantify the am/pm peak hour traffic volumes, including a level of service for the following intersections, interchanges, and mainline freeway segments:

Streets

G Street and 12th Street  
H Street and 9th Street  
H Street and 10th Street  
H Street and 12th Street  
H Street and 16th Street  
I Street and 5th Street  
I Street and 9th Street  
I Street and 10th Street  
I Street and 12th Street  
I Street and 16th Street  
J Street and 3rd Street  
J Street and 6th Street  
J Street and 12th Street  
J Street and 15th Street  
J Street and 16th Street

Interchanges

I-5/J Street  
I-5/I Street

## Freeways

### Interstate 5 State Route 160

- F. Provide alternative development and circulation conditions to be studied using the computer traffic model including, but not limited to, the existing traffic base, the proposed project, and the three project alternatives.
- G. Develop mitigation measures on traffic impacts including traffic signal installation, intersection and roadway improvements, roadway signing and striping modifications, and changes to project size within the study area. Quantify the costs associated with the suggested mitigation measures. If recommended mitigations are determined to be costly, interim measures will be suggested to forestall or minimize identified impacts. In addition, transportation system management measures (TSM), including light rail, transit incentive, carpooling and bicycle/pedestrian programs, will be considered as potential alternative mitigation measures.
- H. Evaluate the effects of the parking structure on AM and PM traffic patterns. This assessment would include analysis of: entrance and exit designs, the structure's relationships to other parking facilities, safety elements in access design, and pedestrian safety. The evaluation would also address service vehicle use of the structures, queuing effects, and adequacy of planned parking facilities.
- I. Evaluate the existing demand and supply for on-street parking in the project area. Project the supply and demand for each of the alternatives. Identify needed mitigation measures.
- J. Analyze the total demand for parking under the project and all alternatives. If sufficient parking spaces are not provided on-site, or adjacent to the project area, develop mitigation measures to enhance alternative transportation modes.
- K. Evaluate the impact to operations on RT Metro and access to the adjacent 12th and I Street RT Metro station.
- L. Evaluate projected public transit usage. Compare the projected usage with the existing and planned future supply of public transit serving the project site.

6. Air Quality

- A. Estimate area-wide smog precursor emissions (hydrocarbons and oxides and nitrogen) for the alternatives using VMT estimates from the traffic assessment and vehicle emission rates from EMFAC 6-D or EMFAC 7.
- B. Utilize CALINE-4 to model carbon monoxide levels at buildout conditions for four intersections depicting severe congestion and high traffic volumes (as indicated by traffic assessment). Air quality modeling shall be performed for each of the alternatives and shall reflect traffic volumes associated with each alternative, levels of congestion, and carbon monoxide generation. Determine if modeling of the alternatives is warranted due to differences in traffic conditions.
- C. Discuss extrapolation of modeling results to other congested intersections in the study area or other critical intersections/interchanges.
- D. Evaluate potential air quality impacts within the parking garages using modeling techniques developed by the Air Resources Board for such structures. Assess the potential for exceeding indoor air quality standards specified by CAL-OSHA through comparisons of modeled air quality levels with the standards. Recommend appropriate mitigation measures to minimize the deterioration of an attainment of CAL-OSHA indoor standards.
- E. Compare predicted carbon monoxide levels with the State and Federal standards; identify effects on the Non-Attainment Plan for carbon monoxide; prepare analyses of the projects' relationship and conformity to adopted measures to achieve attainment of the Federal ambient air quality standards under the Clean Air Act as contained in the State Implementation Plan.
- G. Outline feasible mitigation measures, including features such as mass transit and light rail, which can reduce potential air quality impacts within the study area and regionally, and obtain State and Federal air quality standards. Develop feasible mitigation measures for air quality impacts, including those set forth in the Sacramento Air Quality Plan. Discuss the effectiveness and feasibility of each mitigation measure.

7. Noise

- A. Identify all sensitive noise receptors in the project vicinity.

systems. Evaluate the capacity of these systems to serve the development alternatives.

- B. Outline feasible mitigation measure to reduce any potential significant adverse impacts on the gas and electricity distribution system.

16. Microclimate

- A. Define existing microclimate conditions in the vicinity of the project site such as average temperature, wind direction and speed, and rainfall from the downtown weather station.
- B. Evaluate potential quantitative and qualitative changes in local wind patterns through wind tunnel analysis of the proposed structure and alternatives.
- C. Assess the potential for glare and identify buildings, uses, or areas which would be affected by or be sensitive to glare. Calculate sun reflection paths for each month of the year.
- D. Prepare a shadow study of the proposed projects to determine where the projects will cast shadows. Graphic representations of the shadows cast by the projects will be prepared individually and in combination under two circumstances (mid-morning and mid-afternoon on the summer and winter solstice, June 22nd and December 22nd).

17. Aesthetics

- A. Provide a photographic and written description of the potential aesthetic and visual quality impacts due to buildout of the development alternatives within the project area. The Urban Design Plan identifies Capitol Mall as a designated Protected View Corridor. Assess the aesthetic impacts of the proposed project and alternatives within the framework of the Urban Design Plan.
- B. Photographic perspectives shall include, but not be limited to, selected key locations along the Capitol Mall, and Capitol Park. Photographic perspectives shall be illustrated on a photo-index map.
- C. Develop a visual analysis of existing conditions through a visual sensitivity diagram and photographic inventory of all significant visual corridors and subarea characterizations that are critical in evaluating the aesthetic character of the existing setting and potential impacts resulting from the buildout of the development

Schedule

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

TABLE 1

<u>TASK</u>	<u>COMPLETION DATE*</u>
1.0 Project Initiation.....	December 8, 1989
2.0 Prepare DEIR	
2.1 Administrative DEIR.....	<del>February 16, 1990</del> <i>October 24</i>
2.2 DEIR.....	<del>March 9, 1990</del> <i>NOVEMBER 14,</i>
3.0 Prepare Final EIR	
3.1 Response to Comments.....	<del>May 11, 1990</del> <i>January 16, 1991</i>
3.2 Final EIR Addendum.....	<del>May 25, 1990</del> <i>January 30, 1991</i>

\*Assuming a work initiation date of December 1, 1989.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH THE KEITH COMPANIES

FEE SCHEDULE/MANNER OF PAYMENT

1. The City shall pay Consultant a total sum not-to-exceed \$74,722 for services pursuant to the Agreement. Payment shall be limited to a maximum of 75 percent of the cost estimated for each task below, until such time as that task is completed. Payment beyond 75 percent will be made after acceptance of the completed task. Consultant shall submit monthly progress reports along with an itemization of time, material, and other expenditures by an invoice, and shall also tabulate total staff hours and costs by task for the current billing period, as well as accumulative totals of hours and costs to date.

<u>TASK</u>	<u>Cost</u>
1	\$ 1,000
2	55,920
3	6,000
4	<u>3,000</u>
Labor Subtotal	\$65,920

2. Compensation for labor shall be made in accordance with the following hourly rate schedule. Employees identified in the Consultant's proposal by classification shall not be replaced or moved to a higher payment classification without prior approval of the City.

<u>Professional Classification</u>	<u>Per Hour</u>
Director of Planning	\$125.00
Senior Planner	82.00
Planner	62.00
Planning Technician	36.00
Office Assistant	36.00

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

A. Direct Costs

Document Printing (170 EIR's)	\$4,250
Misc. Copying	100
Travel	1,200
Mailing	200
Administrative Costs	<u>3,052</u>
Total	\$8,802

4. Manner of Payment. The Consultant shall submit invoices to the City at intervals no more frequently than monthly. These invoices shall clearly identify all billable services as identified in Section 2 and 3 of this Exhibit; including an itemization of: employee name, title, hourly rate and hours billed. Direct expenditure will be identified in relation to the schedule established in Section 2 of this Exhibit. Total accumulated expenses for each task will also be identified. Payment will not be made for invoices that do not have this supporting information or for expenditures not expressly identified in Section 2 and 3 of this Exhibit.

Request for payment shall be sent to:

City of Sacramento  
Planning and Development Department  
1231 "I" Street, Room 302  
Sacramento, CA 95814  
Attn: Michelle Basurto  
Ref: P89-186

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



**EXHIBIT C**  
**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**  
**WITH THE KEITH COMPANIES**  
**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

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

## EXHIBIT D

### GENERAL PROVISIONS

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

