

RESOLUTION NO. 2012-088

Adopted by the Sacramento City Council

April 3, 2012

APPROVING PREDEVELOPMENT AGREEMENTS AND CONTRACTS FOR THE ENTERTAINMENT AND SPORTS COMPLEX AS WELL AS NECESSARY BUDGET TRANSFERS

BACKGROUND

- A. On September 13, 2011, the City Council authorized the City Manager to proceed with negotiations with ICON Venue Group and David S. Taylor Interests (collectively, "ICON-Taylor") for the development of an entertainment and sports complex (ESC) on City-owned property adjacent to the Union Pacific Depot.
- B. On December 13, 2011, City Council authorized the City Manager to release a request for qualifications (RFQ) in order to begin the parking monetization process to provide the majority of the City's contribution for development of the ESC.
- C. On February 14, 2012, the Council approved a list of 11 qualified bidder teams if Council later decided to initiate the parking monetization request for proposals (RFP) process.
- D. On March 6, 2012, the City Council approved the Term Sheet between the City, the Sacramento Kings, and AEG for the development, operation, and use of the ESC and directed staff to begin the first phase of the parking monetization RFP process.
- E. Predevelopment work has an estimated budget of approximately \$13 million, to be split as follows: City --50%; Sacramento Kings -- 25%; and AEG -- 25%.
- F. Additionally, on March 6, 2012, Council authorized \$850,000 for the necessary legal and consultant services for predevelopment work.
- G. A critical part of the predevelopment work is development of a site plan for the ESC and the surrounding area as well as the preparation of the environmental impact report for the project as required under the California Environmental Quality Act (CEQA).

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 approve the predevelopment funding agreement with the Sacramento Kings LP and AEG Facilities, LLC

(AEG), attached hereto as Exhibit A.

- Section 2. The City Manager or his designee is authorized to approve the amendment to the Sheraton Master Owner Participation Agreement (MOPA) with Taylor/CIM Redevelopment Company, LLC, attached hereto as Exhibit B, in order to authorize the use of \$5 million for ESC predevelopment expenses.
- Section 3. The City Manager or his designee is authorized to transfer \$5 million of Sheraton proceeds from the Sheraton OPA (U18001040) to the ESC Project Fund (I02000000).
- Section 4. The City Manager or his designee is authorized to transfer \$1,518,116 from the Parking Fund (Fund 6004) to the ESC Project Fund (I02000000).
- Section 5. The City Manager or his designee is authorized to transfer \$850,000 from the Parking Fund (Fund 6004) to the ESC Project Fund (I02000000) as approved by the City Council on March 6, 2012.
- Section 6. A revenue and expenditure budget in the ESC Project (I02000000, Fund 2703) for \$3,259,058 from the Sacramento Kings LP is hereby established.
- Section 7. A revenue and expenditure budget in the ESC Project (I02000000, Fund 2703) for \$3,259,058 from the AEG Facilities LLC is hereby established.
- Section 8. The City Manager or his designee is authorized to execute an agreement for environmental consultant services with AECOM for \$555,745, attached hereto as Exhibit C.
- Section 9. The City Manager or his designee is authorized to execute an agreement for site planning consultant services with AECOM for \$99,880, attached hereto as Exhibit D.

Exhibits:

- A - Predevelopment Funding Agreement
- B - MOPA Amendment
- C – Professional Services Agreement (environmental services)
- D – Professional Services Agreement (site planning)

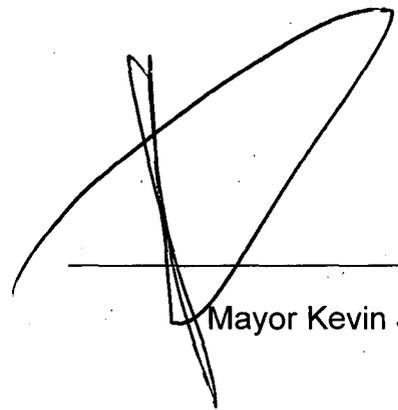
Adopted by the City of Sacramento City Council on April 3, 2012 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, Pannell, Schenirer, and Mayor Johnson.

Noes: Councilmembers McCarty and Sheedy

Abstain: None.

Absent: None.



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

ESC Predevelopment Funding Agreement

[Note: The agreement will be posted as soon as it is signed by the other parties.]

Status of Contract Requiring Council Approval

**** Form to be completed by City Attorney****

- The contract is signed by the other party(ies), is approved as to form by the City Attorney, and is attached as an exhibit to the Resolution.

Contract Title

- The contract recommended for award by the City Council is for a public project (SCC Ch. 3.60); is NOT signed by the contractor; is in a form that the City Attorney will approve upon proper execution by the contractor; and is attached as an exhibit to the Resolution.

Contract Title

- The contract is with another governmental agency or agencies that require approval and execution by the City prior to execution by the other agency(ies). In this case, the contract is NOT signed by the other agency(ies), but is in a form that the City Attorney will approve upon proper execution by the agency(ies), and is attached as an exhibit to the Resolution.

Contract Title

- The contract is NOT signed by the other party(ies); however, due to special circumstances documented in writing by the Department presenting the contract, the City Attorney has confirmed in writing the legal propriety of the City Council approving and authorizing the action recommended. The unsigned contract:

Contract Title

First Amendment to Master Owner Participation Agreement

- is attached as an exhibit to the Resolution
 is NOT attached as an exhibit to the Resolution

General
Comments

The attorney for Taylor/CIM Redevelopment Company LLC has advised the City on March 27, 2012 that the terms of the amendment are accepted and the agreement is in the process of being executed and will be delivered before the Council meeting of April 3, 2012.

Signature Field



Form Approved by City Attorney 12/31/10

**FIRST AMENDMENT
TO
MASTER OWNER PARTICIPATION AGREEMENT
AND
AGENCY FUNDING AGREEMENT
FUTURE DOWNTOWN REDEVELOPMENT PROJECTS**

This First Amendment to Master Owner Participation Agreement and Agency Funding Agreement (this "Amendment") is entered into as of _____, 2012 (the "Effective Date), by and between the **CITY OF SACRAMENTO** ("City"), as **Successor Agency to the dissolved REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO** (the "Agency") and **TAYLOR/CIM REDEVELOPMENT COMPANY, LLC**, a California limited liability company (the "Developer").

Recitals

A. The Agency and Developer previously entered into a Master Owner Participation Agreement and Agency Funding Agreement dated as of May 2, 2008 (the "MOPA"). The MOPA acknowledged that the Developer is proceeding with plans for the renovation and redevelopment of one or more properties it currently owns within the Merged Downtown Sacramento Redevelopment Project Area (the "Merged Redevelopment Project Area") and with conceptual plans for the redevelopment of properties that it may acquire (the "Properties") within the Merged Redevelopment Project Area. The redevelopment of the Properties was referred to in the MOPA as the "Projects." As a material inducement to the Developer to continue with such planning and implementation of the Projects, the Agency agreed to provide financial assistance to the Developer from the MOPA Funds, as defined below, for renovation and redevelopment work in accordance with the terms and conditions of the MOPA.

B. On or about May 2, , 2008, the City received certain funds (the "Net Proceeds") of approximately \$49 million from the following transactions: (a) the sale of the Sheraton Grand Sacramento Hotel located at 1230 J Street (the "Hotel"), pursuant to a certain Sheraton Grand Sacramento Hotel Purchase and Sale Agreement dated April 16, 2008, between the Sacramento Hotel Corporation, a California nonprofit public benefit corporation, (referred to as "Seller" or "Hotel Seller"), and CIM Urban REIT Acquisition, LLC, a California limited liability company, (referred to as "Purchaser") and Public Market Building LLC, a California limited liability company, (referred to as "Manager"), whereby the Hotel sale proceeds were to be transferred to City pursuant to certain prior agreements between City and Seller ; and (b) the sale of the City's Parking Garage located at the intersection of 13th Street and J Street, pursuant to that certain 13th and J Street Garage Agreement of Purchase and Sale dated April 16, 2008, between the City (referred to as "Seller" or "Garage Seller"), CIM Urban REIT Acquisition, LLC, a California limited liability company, (referred to as "Buyer"), the Sacramento Hotel Corporation, a California nonprofit public benefit corporation, (referred to as "Hotel Corporation"), , and Public Market Building, LLC, a California limited liability company, (referred to as "Manager"). A portion of the Hotel sale proceeds were used to defease the revenue bonds issued by the Sacramento City Financing Authority to fund construction of the Hotel. Pursuant to City Council Resolution No. 2008- 190 adopted on March 25, 2008, the City pledged to pay and

deposit with the Agency the cash sum equal to Fifty Percent (50%) of the Net Proceeds received by the City, and pursuant to City Resolution No. 208-372, additional Net Proceeds were allocated to Agency, for a total of approximately \$27.7 million. As set forth in the City resolutions, these funds were provided to Agency to accelerate the development, construction, acquisition, and enhancement of various facilities, projects, and improvements within the city, and in particular for underutilized and economically depressed sites within the Merged Redevelopment Project Area. Also on March 25, 2008, the Agency adopted Resolution No, 2008-018, whereby the Agency approved the MOPA. Under the terms of the MOPA, the Agency agreed to budget, and deposit and maintain, in a separate line item account of the Agency, the principal of which was pledged solely for use as provided in the MOPA (the "MOPA Funds"). The Agency held the MOPA Funds in trust for the City to provide financial assistance to Developer for certain Projects in accordance with the terms and conditions of the MOPA. Some of the MOPA Funds have been previously conveyed to Developer by Agency for Projects, and approximately \$19.3 million remains available to Developer under the MOPA.

C. As set forth in the MOPA, the Agency found and determined that the Projects anticipated under the MOPA would meet certain goals of the Agency for the Merged Redevelopment Project Area, including without limitation, elimination of the following blighting influences: low property values and impaired investment, high vacancies and low lease rates, deficient buildings and unreinforced masonry buildings, and underutilized or obsolete properties; along with the goals of development of mixed use catalyst projects; increase downtown office, retail and residential uses; and providing assistance to projects that contribute to the development of an active theater and entertainment district. The Projects to be undertaken by the Developer under the MOPA were intended to complement other uses in the Merged Redevelopment Project Area and the Convention and Theater District.

D. As part of the 2011-2012 State budget bill, the California Legislature enacted, and the Governor signed, companion bills AB 1X 26 and 27, requiring that each redevelopment agency in the State be dissolved as of October 1, 2011, unless the community that created it enacted an ordinance committing it to making certain payments. A Petition for Writ of Mandate was filed in the Supreme Court of California on July 18, 2011 (*California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. 5194861), challenging the constitutionality of AB 1X 26 and AB 1X 27 on behalf of cities, counties and redevelopment agencies. On December 29, 2011, the Supreme Court issued its final decision in the aforesaid litigation, upholding AB 1X 26 and invalidating AB 1X 27, which resulted in the dissolution of all redevelopment agencies throughout the State effective February 1, 2012.

E. Pursuant to Health and Safety Code Section 34173(d), the City of Sacramento elected to become the "Successor Agency" to the Agency for the Agency's non-housing assets and functions by Resolution No. 2012-018 adopted on January 31, 2012. Except for those powers repealed or limited by AB 1X 26, the authority and obligations of the dissolved Agency, along with all of its assets, property, contracts, leases, books and records, but excluding the housing assets and functions, have been transferred to and are vested in the City as Successor Agency to the Agency.

F. The City is obligated as Successor Agency to continue to make payments due and perform obligations required pursuant to any Agency enforceable obligations,. The MOPA is a legally binding and enforceable agreement entered into between the Agency and the Developer and is therefore an enforceable obligation under AB1X 26. Accordingly, the City has been vested with the authority and the obligation to continue to perform the Agency's obligations under the MOPA. Therefore, the MOPA Funds that were previously held in trust by the Agency for the City to be used in the implementation of the MOPA are now held directly by the City and the City shall be required to utilize such funds in accordance with the MOPA.

G. The City has been working to determine the feasibility of and prepare preliminary plans for the development of an entertainment and sports complex (the "ESC"), to be owned by City, and located downtown Sacramento along I Street between 2nd and 5th Streets (the "Intermodal Property"), which lies within the Railyards Redevelopment Project Area and abuts the boundary of the Merged Redevelopment Project Area.

H. The ESC, as envisioned by the City, would be a major catalyst to the redevelopment and revitalization of all of downtown Sacramento. The ESC would be a venue for year round sports and entertainment events in downtown Sacramento. The ESC, if developed, is anticipated to attract additional patrons to existing restaurants, hotels and businesses within the Merged Redevelopment Project Area, and create the need for more of such uses throughout downtown Sacramento. As a consequence, the ESC is anticipated to improve property values and impaired investment throughout downtown Sacramento, including the Merged Redevelopment Project Area, help to spur development of currently underutilized properties, and reduce vacancies and improve lease rates, as the ESC will help downtown Sacramento become the primary destination for entertainment in the Sacramento region. The ESC would benefit Developer's Properties and Projects under the MOPA.

I. The City has entered into that certain Predevelopment Funding Agreement with _____, dated _____, 2012, a copy of which is attached here to as Exhibit A and incorporated herein by this reference (the "Predevelopment Funding Agreement"), which provides that the City shall undertake certain predevelopment activities in anticipation of the development of the ESC, and provides for the funding of expenses incurred in connection with such predevelopment activities by City and by the other parties to the Predevelopment Funding Agreement.

J. In light of the anticipated benefit to the Merged Redevelopment Project Area, including but not limited to the benefit to those Properties and Projects owned or to be acquired by the Developer as anticipated in the MOPA, that would be derived from the development of the ESC within the adjacent Railyards Redevelopment Project Area, the City and Developer desire to amend the MOPA to allow for the use of a portion of the MOPA Funds, not to exceed Five Million Dollars (\$5,000,000.00), for certain predevelopment expenses to be incurred by City in connection with the planning, design and environmental review of the ESC project.

Agreements

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, in its capacity as Successor Agency to the dissolved Redevelopment Agency of the City of Sacramento, and Developer hereby agree as follows:

Section 1. All capitalized terms not defined in this Amendment shall have the meanings as defined in the MOPA.

Section 2. The City shall deposit Five Million Dollars (\$5,000,000.00) (the "MOPA Predevelopment Funds") from the segregated account of the City currently holding the MOPA Funds into the escrow account established by the City as required pursuant to the Predevelopment Funding Agreement (the "Predevelopment Escrow") in accordance with the terms of the Predevelopment Funding Agreement for the ESC project. The MOPA Predevelopment Funds will be deposited into the escrow account concurrently with deposit of the other required funds under the Predevelopment Funding Agreement.

Section 3. The MOPA Predevelopment Funds shall be used by City solely and exclusively to pay for expenses incurred in connection with predevelopment activities for the ESC to be undertaken by the City in accordance with the Predevelopment Funding Agreement, as more specifically described therein.

Section 4. In accordance with the reporting requirements of the Predevelopment Funding Agreement, City shall provide to Developer an accounting of all expenses paid from the Predevelopment Escrow, including but not limited to, the amount of MOPA Predevelopment Funds paid toward such expenses, until such time that all of the MOPA Predevelopment Funds in the Predevelopment Escrow have been expended.

Section 5. If upon completion or termination of the activities and actions contemplated in the Predevelopment Funding Agreement, there are MOPA Predevelopment Funds remaining in the Predevelopment Escrow, then upon closure of the Predevelopment Escrow such remaining MOPA Predevelopment Funds shall be redeposited by City into the Pledged Account or other segregated account of the City established to maintain the MOPA Funds in accordance with the requirements of the MOPA. Such redeposited funds are subject to allocation for Projects in accordance with the terms and conditions of the MOPA.

Section 6. Developer's agreement to allow a portion of the MOPA Funds to be used by City for the ESC predevelopment expenses will result in a reduction in MOPA Funds that would otherwise have been available to Developer for Projects. As further consideration for Developer's agreement to make the MOPA Predevelopment Funds available for the ESC predevelopment expenses as provided in this Amendment, the City agrees to negotiate in good faith with Developer to develop the properties at 800 K Street and 801 L Street or other surplus property owned by the City or prior Agency property now owned by City as Successor Agency (collectively "Property") that would be suitable for future development by Developer with MOPA Funds on terms and conditions mutually agreeable to the Parties. Such agreement to negotiate in good faith shall expire at the earlier of such time that either City and Developer enter

into an agreement for the conveyance of Property as contemplated hereunder, or five (5) years from the Effective Date of this Amendment.

Section 7. The City and Developer acknowledge and agree that the funding of ESC predevelopment expenses as contemplated in this Amendment will help to facilitate the development of the ESC and serve as a catalyst for development and enhanced commercial activity throughout downtown Sacramento, thereby directly benefiting the Merged Redevelopment Project Area and the Properties and Projects contemplated in the MOPA. However, the predevelopment expenses for the ESC project to be funded pursuant to this Amendment is different than the types of Projects contemplated under the MOPA, in part because the Developer will have no ownership interest in the ESC. Given the other agreements between the City and Developer or its affiliated entity for the ESC which benefit Developer, the parties agree that the procedures for allocating the MOPA Funds and the requirements and limitation applicable to the use of the MOPA Funds as set forth in the MOPA shall not apply to the funding of the ESC predevelopment expenses as set forth in this Amendment, and the use MOPA Predevelopment Funds shall be allocated and used solely in accordance with the terms and conditions of this Amendment and the Predevelopment Funding Agreement.

Section 8. The effective date of this Amendment shall be the date that this Amendment is approved by the City as Successor Agency. Except as modified and amended by this Amendment, all other provisions of the MOPA shall remain unchanged and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Master Owner Participation Agreement and Agency Funding Agreement as of the date set forth above.

City:

CITY OF SACRAMENTO,
In its capacity as Successor Agency to the dissolved
REDEVELOPMENT AGENCY OF THE CITY OF
SACRAMENTO

DATED: _____, 2012

By: _____
John F. Shirey
City Manager

ATTEST

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Senior Deputy City Attorney

Developer:

TAYLOR/CIM REDEVELOPMENT COMPANY, LLC
A California limited liability company,

DATE: _____, 2012

By: _____
David S. Taylor
Its Managing Member

EXHIBIT A

Predevelopment Funding Agreement

[to be inserted]

PROJECT #:102000000
PROJECT NAME: EIR - Sacramento Entertainment and Sports Complex
DEPARTMENT: City Manager's Office
DIVISION: N/A

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

**TO BE USED FOR PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS**

THIS AGREEMENT is made at Sacramento, California, as of April 3, 2012 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811

("CONTRACTOR"), who agree as follows:

- 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 said 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 such services: (a) CONTRACTOR notifies CITY and CITY agrees that such 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 and/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.
- 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 said 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.
- 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 furnishing 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.
- General Provisions.** The General Provisions set forth in Exhibit D, that 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 said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and 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: **John F. Shirey, City Manager**

APPROVED TO AS 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 - Non-Discrimination in Employee Benefits

CONTRACTOR:

AECOM Technical Services, Inc.

NAME OF FIRM

95-2661922

Federal I.D. No.

611088522

State I.D. No.

115798

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

Individual/Sole Proprietor

Partnership

Corporation (*may require 2 signatures*)

Limited Liability Company

Other (*please specify:* _____)



Signature of Authorized Person

Steven I. Heipel, Managing Director
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: AECOM Technical Services, Inc.

Address: 2020 L Street, Suite 400 Sacramento, CA 95811

The above named Contractor ("Contractor") hereby declares and agrees as follows:

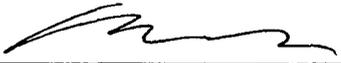
1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

- e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

3/27/12

Date

Steven I. Heipel

Print Name

Managing Director

Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Desmond Parrington, Project Manager
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:

Brian Boxer, Principal
AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811
916-414-5800/brian.boxer@aecom.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 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. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is X is not required for this Agreement. If required, such coverage must be continued for at least year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

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

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 April 3, 2012 through June 30, 2013, in accordance with the schedule, set forth in the scope of services.

Attachment 1 to Exhibit A

B

Work Plan

Project Understanding

For over a decade there has been interest in Sacramento in replacing the aging Power Balance Pavilion in Natomas with a new entertainment and sports facility in the downtown area. The vision has been that this new facility will attract high-quality sports and entertainment to the Sacramento region, will secure over the long term the NBA Kings as a Sacramento-based franchise, and will stimulate economic activity and advance the City's goals for a 24-hour downtown in Sacramento's Central City. The location of this new facility in the Sacramento Railyards, identified and generally considered in the 2007 Railyards Specific Plan and EIR, has been seen as an opportunity to accelerate redevelopment of the Railyards in which the City has been engaged for over 20 years.

The City is now undertaking environmental review of the Sacramento Entertainment and Sports Complex (ESC), a 675,000 square foot facility that would provide an arena for the Kings, as well as a state-of-the-art venue for other sports and entertainment events. The City intends to create an active, world-class destination by establishing the ESC as a 21st century icon and careful design that animates the entire Depot District. A key aspect of this goal will be vehicular, pedestrian and bicycle facilities that are incorporated into the existing circulation network and provide strong links to the Intermodal facilities, Old Sacramento, Chinatown and Downtown.

Design and construction of the ESC will need to address site-specific issues, such as existing soil conditions, groundwater levels, the contaminated groundwater plume that underlies the site, potential archaeological resources, the timing of utilities improvements needed to

serve the project site and the entire Railyards, proximity to the freeway and high speed rail, the relationship of the ESC to the historic Depot, and relocation of the Intermodal facility, which would need to be shifted to the east to accommodate the ESC.

The City plans to have the ESC completed by early 2015. To meet this schedule, the project will require an expedited CEQA process, with certification of the EIR and approval of the ESC project in late-2012.

Approach

Our approach is drawn from our understanding of the project and the City's needs, our knowledge of the City's platform of program-level EIRs which can be used to streamline the ESC EIR, and the capabilities of the team that we have assembled for this important assignment. AECOM's approach is built upon three key pillars, as noted below and then further expanded upon in this section:

- Strong reliance on the Sacramento 2030 General Plan Master EIR, the 2007 Railyards Specific Plan EIR, and other relevant documents, including where appropriate the formal use of tiering as allowed under sections 15152 and 15177 of the State CEQA Guidelines.
- An experienced team that knows this project inside and out.
- The creation of a partnership with seamless coordination between AECOM and the City's environmental, planning, and transportation teams.

Maximized Use of Program EIRs

Achieving the City's goal for the EIR process requires a creative and thoughtful approach to maximizing the reliance on prior environmental studies. Fortunately, the City has undertaken two major environmental reviews that have direct bearing on the ESC project. The City recently completed an update to the General Plan and accompanying EIR. The Sacramento 2030 General Plan Master EIR, certified in 2009 and guided and prepared in large part by members of our team, provides a solid, recent set of impact analyses and policy-level mitigation measures addressing cumulative and certain project-level environmental effects. The City's Sacramento 2030 General Plan Master EIR can and should be used as the basis for formal tiering to the greatest extent possible, pursuant to section 15178(c)(1) of the State CEQA Guidelines, which provides that the subsequent focused EIR should "analyze only the subsequent project's additional significant environmental effects and any new or additional mitigation measures or alternatives that were not identified and analyzed by the Master EIR." We believe that this provides the basis for the tiering of most, if not all, cumulative analyses, and many other project-level impacts that were adequately anticipated in the General Plan Master EIR. Importantly, key members of our project leadership team were involved in the design and preparation of the General Plan Master EIR.

The 2007 Railyards Specific Plan EIR, validated by the Superior Court and currently subject to appeal, contains extensive detailed analysis of the effects of construction of projects at the project site. The Railyards EIR analyzed redevelopment of the Railyards with high-density commercial, residential and public uses. While the Railyards EIR did not address the impacts of an arena in detail, it did provide a cursory discussion of a sports and entertainment overlay zone centered on 7th Street. The current ESC proposal would encompass an approximately 13-acre site adjacent to Interstate 5. Because the ESC is an allowable use within the Railyards Specific Plan, and the Railyards Specific Plan EIR analyzed full development of the ESC site (albeit with different assumed uses), much of the project-specific analysis of the ESC project can be tiered from the Railyards EIR. Many of the key issues, such as hazardous materials, cultural resources, public services, biology, and the like are intensely evaluated in the Railyards Specific Plan EIR and do not require substantive re-evaluation. The 2007 Railyards Specific Plan EIR, as well as the predecessor 1994/5 Railyards Specific Plan EIR, were led and managed by our project leadership team.

Further use of incorporation by reference should be extended to such documents as the NEPA Environmental Assessment on the Sacramento Intermodal Transportation Facility, the Programmatic Agreement, and similar such documents.

As indicated in the NOP, the ESC EIR will address the full range of issues contemplated by CEQA. However,

we suggest that the level of detail in the analysis vary by issue. In cases where impacts would clearly be less than significant and/or the prior EIRs adequately addressed the impact, then the analysis can be relatively brief and contained entirely in the Initial Study, which will be included as a chapter of the EIR. That way, the heart of the analysis and most of the staff and consultant effort will be focused on those issues that are unique to the project, where circumstances have changed substantially, and/or that are of heightened public concern or technical complexity.

While the City will be taking the lead on the preparation of the Initial Study, part of the AECOM Team approach would be to provide support to the City in the development of that document, contributing to the City our knowledge of the issues and extensive experience with the process of tiering.

The ambitious schedule will also require a consultant that can multi-task and respond quickly and effectively to unanticipated events. The ESC is being planned at the same time that the City is initiating the CEQA process. For a project that is under such intense public scrutiny, that invariably means that the project will evolve, not only in its physical features, but also its financing, programming, and planned operations. Our scope provides for early and regular meetings with City staff and EIR team to ensure that we are all kept abreast of the evolving project and other relevant events. We will work closely with the City to identify project elements and assumptions that are critical to the schedule early in the process, and those that do not affect the CEQA analysis. We will also alert the City to any information or project elements that could threaten the CEQA schedule or process.

The AECOM Team

This CEQA process needs to be supported by a depth and breadth of technical resources that allows the City's team to move forward simultaneously on multiple fronts, with an ability to bring expertise to potentially unforeseen issues at a moment's notice.

The circumstances of the Sacramento ESC EIR are such that AECOM's team and approach, presented below in this proposal, are uniquely situated to achieve the City's goals. From our past experience which means we start with no learning curve, to our aggressive approach of using prior environmental documents that we largely wrote, to AECOM's unmatched in-house depth and breadth of expertise, this proposal demonstrates that AECOM is the team that Sacramento should entrust with this important assignment.

As is described in the Qualifications section of this proposal, we have assembled a team that brings the City experience, knowledge and unmatched depth.

- Our leadership team, Brian Boxer and Adrienne Graham, brings over 20 years of experience on the site and essentially no learning curve.
- The team members that will support them and who will focus on project execution, Christina Erwin and Steve Smith, were intimately involved in the General Plan Master EIR and managed the City's most recent tiered focused project EIR under the Master EIR.
- Our in-house historical resources team will be led by Mark Bowen who was deeply involved in the most recent studies of the Sacramento Valley Station and the Sacramento Intermodal Transit Facility.
- Our in-house economic experts, Alexander Quinn and David Stone, bring in-depth knowledge of the Sacramento economy, especially Natomas, as well as specialized understanding of the economics of large sports facilities.
- Our engineering partners, MacKay & Soms Consulting Engineers led by Ken Giberson and Holger Fuerst, bring to us a working relationship of many years, knowledge of the site and the City, and a pragmatic approach to problem solving.
- Our in-house technical expertise allows us to bring a depth of capabilities to the study of noise, air quality, GHG, visual resources (including photosimulations), water supply, and all of the other environmental issues that will need analysis in the ESC EIR.
- In the event that questions are raised regarding engineering or architectural design issues and need immediate response, we have the capability to bring to the City's assistance arena architects and engineers, structural engineers, groundwater hydrologists, and other potentially necessary support services...all at a moment's notice.

Weekly meetings facilitated to ensure presentation of the up-to-date status of the project development will ensure that there is a consistent and open sharing of information about inputs and outputs of various analyses that are interdependent and interconnected through the EIR. Further, this will maximize the likelihood that the Transportation and Circulation chapter can be dropped into the DEIR with minimal revision or formatting, and that it is consistent with the assumptions and analyses in the related Air Quality, GHG, and Noise analyses.

The creation of a partnership between AECOM and the City means more than seamless communication; it means that we work together toward solutions to project challenges. We will work hand-in-hand with City staff to achieve the goals of this project. Where tasks are best completed by AECOM, we will expeditiously complete high quality work; where tasks are best undertaken by City staff, we will provide appropriate support and coordination with consultant tasks. This is the approach that we have shown for the IS, and part of our initial meetings will be to identify other tasks that could be most effectively executed by City staff or by a City/AECOM collaborative effort.

Seamless Coordination and Collaboration

Efficiency in terms of schedule and cost dictate that tasks are undertaken once based on clearly communicated direction, definitions of the project and alternatives, analytical assumptions, thresholds of significance, and other factors that will affect the content and presentation of the ESC EIR. We believe that the most effective way of accomplishing this is to create a partnership with seamless coordination between AECOM and the City's environmental, planning, and transportation teams. At the core of this should be weekly meetings involving all of the principal parties preparing components of the EIR. These meetings will provide a forum for the sharing of the various moving parts of the ESC planning, entitlement and environmental processes.

Work Plan and Schedule

The work plan presented below draws on our team members' depth of experience preparing CEQA documents for projects at the Sacramento Railyards and in the Central City, our experience in the preparation of the Sacramento 2030 General Plan Master EIR, our experience with tiering from Master EIRs and other program-level CEQA documents, our experience in evaluating the effects of arenas and other special event facilities, and our understanding of current CEQA practice in the City. The work plan is designed to achieve the City's schedule commitments and create outstanding legal defensibility through maximum reliance on existing, certified CEQA documents, minimizing the need for new analytical work for the ESC EIR.

As is described in Section C of this proposal, our team will be led by the team of Brian Boxer and Adrienne Graham. For this project, Ms. Graham has partnered with AECOM and will serve as our Project Manager, reprising the collaborative partnership that she has had with Brian Boxer on prior EIRs in the Sacramento Railyards. Joining the AECOM team on this project is MacKay & Soms Consulting Engineers. MacKay & Soms efforts will be led by Ken Giberson, with whom Mr. Boxer collaborated on the Dixon Downs Horse Racetrack EIR. M&S brings to our team a depth of civil engineering experience, and will provide technical evaluation of infrastructure and utilities issues.

Work Plan

The work plan is organized by tasks based on the Request for Proposals (RFP) and information provided at the pre-bid conference. Our work scope and cost estimate reflect our expectations of the environmental issues that could arise from the project and the intense public and legal scrutiny that this project is expected to receive.

As stated in the project approach, achievement of a high quality EIR in the very compressed schedule that has been established will require a high degree of cohesion among the City and AECOM teams. There will be no time available in the schedule to reconsider assumptions after technical analyses are well underway. It will be imperative that underlying assumptions, project definition, alternatives, and other factors are consistent from the outset between the City's separately contracted traffic consultant and the EIR consultant. Our approach to project management and coordination, presented below, is based on this understanding.

Task 1: Project Management

As described in Section C of this proposal, we have assembled a project management team that will maximize our ability to meet the deadlines established for this project.

1.1: Project Leadership and Management

We have assigned a uniquely experienced core project leadership and management team that will work interactively on strategy, production, and review of the document. AECOM's designated Project Manager (Adrienne Graham) will oversee preparation of each component of the environmental analysis and, as the day-to-day project lead, will coordinate interaction between the City and AECOM staff. AECOM's Project Director (Brian Boxer) will be actively involved in developing the analytical approach to individual sections, providing strategic CEQA guidance and internal quality control for the environmental document, and ensuring the commitment of AECOM resources to meet the project schedule. Because of the compressed schedule for completion, Brian and Adrienne will be supported by two Deputy Project Managers; Christina Erwin and Steve Smith. Christina will use her knowledge of the Sacramento 2030 General Plan Master EIR (on which she was the Deputy Project Manager) to help guide the team in tiering from the Master EIR, and Steve will bring his substantial experience with environmental documentation for City projects, including his recent experience as the Project Manager for the Northwest Land Park EIR, as well as his deep understanding of historical resource issues.

This scope and budget assumes a high level of involvement by this team to address project management issues, including coordination and meetings with the City team, internal coordination of the technical members of the team, guidance of the technical team especially related to tiering and reliance on prior program-level EIRs, preparation of public presentations, review and revision based on City comments, QA/QC, and other related tasks.

As noted in the proposed schedule, AECOM anticipates completion of the EIR process within 39 weeks. If the project schedule is extended due to unforeseen circumstances and/or events outside of AECOM's control, augmentation of the project management budget may be required.

Task 1 Milestones:

- Monthly progress reports, invoices, quality assurance, budget management, and project communications.

Task 2: Meetings with City Team

This task includes a project kickoff meeting, and ongoing project coordination meetings/conference calls with the City team. It is anticipated that these meetings will take place at City offices, and will be attended by AECOM's Project Manager supported by our Project Director and/or Deputy Project Managers as well as other team members as-needed to address issues of concern.

2.1: Kickoff Meeting

AECOM team members will attend a kickoff meeting with City staff prior to commencing work on the environmental document. Subjects for review and discussion at the meeting will include, but not be limited to:

- confirm the project components, phasing, and appropriate baseline;
- confirm tiering structure and appropriate reliance on the Sacramento 2030 General Plan Master EIR, Railyards Specific Plan EIR, and other relevant documents;
- establish and confirm the scope of work, level of analysis, budget, schedule, and communication protocols;
- identify project data, information sources, and key contacts; and
- identify key issues known to be of concern to agencies, interest groups, and the public.

It is assumed that the City will provide any project-specific studies prepared to-date, exhibits, project description details including project and on- and off-site infrastructure plans, and materials for development of the environmental document prior to the kick-off meeting. If additional data are required, we will submit a memo detailing data needs to the City with recommendations on how best to fill them.

2.2: Ongoing Project Coordination Meetings

The schedule for the EIR dictates regular, effective communication between the City, the EIR management team and technical staff. Therefore, we propose that meetings be held weekly or biweekly, depending on need. These meetings could be scheduled at a standard time and place on a weekly basis. In the event that meetings are determined to be unnecessary, they can be readily cancelled; in our experience it is much easier to cancel a standing meeting than to call an ad-hoc meeting on short notice.

As is noted above, it is our strong recommendation that these ongoing project coordination meetings include a core group comprised of City planning and environmental staff, City transportation staff, the City's transportation consultant, and AECOM. To successfully meet the City's schedule commitments, this group will need to work seamlessly as a team, with regular and expeditious issue identification and resolution, regular and clear communication about assumptions that can be consistently applied through the EIR, and similar issues. We recognize the City's practice of separately contracting and directing the transportation consultant, but in light of the highly interactive nature of the transportation analysis with other parts of the EIR, we firmly believe that the coordination approach described above, or something substantially similar, is a critical component to maximizing legal defensibility and

successfully delivering the ESC EIR on the compressed schedule.

Task 2 Milestones:

- Project kickoff meeting
- Weekly project coordination meetings/conference calls

Task 3: Economic Impact and Blight Study

AECOM's Economics team will evaluate the potential economic and blighting effects of the closure of Power Balance Pavilion on surrounding retail and hotel properties in the North Natomas area. AECOM's Economics team is ideally suited to evaluate this question as we have extensive experience in both commercial market analysis and sports economics. The involvement of AECOM sports economist David Stone will ensure that this analysis reflects the spending patterns of patrons and employees at not just any regional sports and entertainment center at a general arena location, but the Power Balance Pavilion in particular in its suburban setting. The AECOM Team also includes economists, Alexander Quinn and Laura Wiles, who have worked specifically in Sacramento and understand the prevailing residential, retail and hotel accommodation conditions in the region.

There are a number of market factors influencing the viability of retail and hotel market conditions in the local market area potentially affected by the closure of Power Balance Pavilion, including the residential economic conditions in North and South Natomas, employment at nearby office and institutional uses, the Natomas Marketplace along with ancillary retail throughout the area, the Sacramento International Airport and McClellan Park, and the Power Balance Pavilion. These market forces are fluid but in general have trended downward since 2007 as a result of decreasing government and construction-related employment, depreciating home prices, and rising foreclosure rates. As a case in point, median home sales in the North Natomas area were \$167,000 in August 2011, compared to \$339,000 five years earlier.

AECOM will account for these diverse market factors when determining the extent to which the potential closure of Power Balance Pavilion could result in a decrease in retail sales and overnight stay conditions in the North Natomas. In particular, because this analysis is being undertaken as part of a CEQA analysis, it will determine the extent to which a decrease in sales and overnight stays has the potential to be the tipping point for commercial centers in North Natomas, resulting in long-lasting or permanent vacancies with physical environmental effects to the area's commercial centers.

Our study area for this work will be the North Natomas area, as the broader economic impacts to the larger Sacramento area are expected to be offset, or

potentially improved, by a new downtown entertainment and sports complex.

AECOM will first evaluate retail and accommodation market conditions for the most recent year where data is available. AECOM will then forecast retail sales and overnight stays for 2015, the anticipated opening year of the ESC, and a future horizon year (proposed 2030). To adjust current retail and accommodation spending to projected 2015 and 2030 conditions, AECOM will apply population and income growth rates and incorporate the effect of any planned or proposed commercial projects in the Natomas area.

Approach to Blight/Urban Decay

For the purposes of this work, AECOM defines urban decay as multiple, visible symptoms of physical deterioration that invite vandalism, loitering, and graffiti. Within the context of urban decay, this physical deterioration is typically caused by a downward spiral of business closures and protracted long-term or permanent vacancies. Under these conditions, the physical deterioration of properties or structures can become so prevalent, substantial, and long lasting that it impairs the proper utilization of the properties and structures, and the health, safety, and welfare of the surrounding community. The initial impetus of urban decay often originates from financial conditions faced by individual property owners; if a landlord is no longer collecting rent on a vacant property and does not believe that it can be re-leased, the incentive to maintain the property may evaporate. The effect can spread to adjacent properties and become self-fulfilling as customers start to avoid the area, and other commercial property owners or tenants perceive an area as no longer viable as a place of business.

Economists would generally expect commercial urban decay to be triggered by an oversupply of commercial space where there is insufficient demand to allow for substitution. An example would be where a commercial center loses its premier Whole Foods tenant and is unable to lease the vacant space to a either a replacement grocery store or any other retail business. Urban decay is not defined as temporary vacancies that occur in even healthy market conditions, but a lasting condition of disinvestment due to decreased economic activity. Thus, our analysis will determine whether the closure of Power Balance Pavilion could tip commercial supply and demand conditions in North Natomas to the point where it is reasonable to conclude (1) that existing businesses that serve Power Balance Pavilion patrons would be no longer viable without the Pavilion, and (2) that future commercial uses would not backfill vacated space.

In order to complete the economic impact and blight study, AECOM will complete the following tasks.

3.1: Project Kickoff and Site Visit

AECOM will conduct a kickoff meeting in Sacramento with City staff and tour the Natomas area in order to identify the diverse commercial areas that could be affected by a decline in activity at the Power Balance Pavilion and define the appropriate market areas.

3.2: Evaluate Existing and Projected Market Conditions

AECOM will evaluate the current commercial market conditions throughout the North Natomas area. This will include per capita retail sales, real estate market trends, and accommodation trends. Using existing government sources where available, AECOM will also project future market conditions in 2015, the anticipated opening year of the downtown ESC (and the resultant closure of Power Balance Pavilion), and in 2030.

3.3: Evaluate Impact from Decline in Pavilion Activity

AECOM will estimate the loss in retail and accommodation spending in North Natomas due to the loss of event activity at Power Balance Pavilion. This spending will be calculated based on the suburban character of the Pavilion, and the type of events and attendance typically taking place there.

3.4: Supply and Demand Analysis

AECOM will evaluate the viability of the commercial centers in North Natomas both after the closure of Power Balance Pavilion and in 2030, to determine if the closure would result in the type of lasting vacancy that leads to urban decay.

3.5: Compile Results and Draft Study

AECOM will prepare a Draft Economic Impact and Blight Study report with accompanying tables and sources for City staff review. Upon receipt of staff comments, AECOM will make appropriate revisions and prepare a Final Economic Impact and Blight Study report for inclusion as an appendix to the EIR.

The findings of the Economic Impact and Blight Study will be summarized in the CEQA Considerations chapter of the Draft EIR.

Task 4: Prepare Administrative Draft Tiered Focused Environmental Impact Report

AECOM will prepare an Administrative Draft EIR to address the full range of environmental impacts of the proposed Sacramento ESC. To the extent appropriate, the analysis will be tiered from the 2030 General Plan Master EIR and the Railyards Specific Plan EIR (if tiering from the Railyards Specific Plan EIR is not an available option, then incorporation by reference or other techniques will be used to maximize the use of the previously-prepared analyses and information). As

appropriate, the EIR will document prior adopted measures or plan policies that would avoid or reduce the magnitude of project impacts, and will also identify potential project-specific mitigation measures that could further reduce the impacts of the proposed project. As discussed in more detail below, it is anticipated that some impacts have been thoroughly addressed in one or both of these prior EIRs and will be addressed briefly only in the Initial Study, which will become part of the Draft EIR.

Our analysis will be structured in a way that is consistent with CEQA, the State CEQA Guidelines, and relevant case law. Our analyses will be informed by the Sacramento 2030 General Plan Master EIR and previously certified Railyards Specific Plan EIR, and any new relevant technical studies as feasible, and appropriate. We assume that City staff will review the Administrative Draft EIR and provide comments that represent the independent judgment of the City. We will participate in meetings to discuss, clarify, and determine the proper direction for revising the document based on City staff comments.

We will endeavor to keep the size of the EIR analysis to the minimum necessary to achieve legal defensibility, and avoid unnecessary, excessive, and repetitive "boilerplate" discussion of regulatory setting and other discussions that are not directly related to the focused impact and mitigation measure sections of each topical chapter. To the extent appropriate, technical details will be placed in appendices.

4.1: Initial Study Review and Refinement

The City has indicated that its staff will be responsible for preparation of the Initial Study (IS). AECOM's team will support City staff's efforts by reviewing the Draft IS and offering suggested refinements based on our experience with tiering and with the relevant program-level CEQA documents. We recommend the preparation of a robust IS that provides a detailed discussion and presentation of information supporting the tiered reliance on prior program-level EIRs, as appropriate. The IS will establish the tiering relationship to the Sacramento 2030 General Plan Master EIR and, where appropriate, the Railyards Specific Plan EIR, and will be used to "focus out" the majority of potential environmental effects, using the previously-certified EIRs as a basis supporting environmental analysis, as described at length in the project approach. As such, we anticipate it will be longer and more detailed than most Initial Studies for similar projects. The IS will become a chapter in the Draft EIR, and any mitigation measures identified in the Initial Study will be included in the Summary Table and Mitigation Monitoring and Reporting Program (MMRP).

More specifically, the IS will address impacts that are less-than-significant relying only on policies and mitigation contained in the General Plan, General Plan Master EIR, Railyards Specific Plan and/or Railyards

Specific Plan EIR. Project impacts that would be new or substantially more severe than those identified in the General Plan and/or Railyards EIRs will be addressed in the technical chapters rather than the IS. In some cases, less-than-significant impacts may be addressed in a technical section due to their complexity and/or public or agency concern. This approach is critical to creating an EIR that is focused on significant issues to ensure legal adequacy within a tight timeframe.

The IS will include summaries of information that is included in the relevant program-level documents, with specific citations to Impacts, Mitigation Measures, and mitigating plan policies, including page references, tables, and other relevant information. The IS will then describe the project impact in light of the General Plan Master EIR and/or Railyards Specific Plan.

Based on initial evaluation of the project and in light of our understanding of the project components and the content of the Sacramento 2030 General Plan Master EIR and Railyards Specific Plan EIR, at this time we anticipate that most environmental and regulatory setting, and potential impacts, including most cumulative impacts, within the following CEQA issue areas can be addressed only within the IS and not evaluated further in the EIR:

- Cumulative Aesthetics, Light, and Glare
- Cumulative Air Quality
- Biological Resources
- Cumulative Cultural Resources
- Energy
- Geology and Soils
- Hazards
- Hydrology and Water Quality (other than local groundwater)
- Public Services
- Recreation
- Cumulative Utilities and Service Systems

This list may be altered as information becomes available during ADEIR preparation. In addition to the above, individual environmental topics within other CEQA issue areas may also be scoped out of the EIR.

Task 4.1 Milestones:

- Draft Initial Study Review Memorandum

4.2: EIR Section Template and Key Issues Memorandum

Concurrent with initiation of the preparation of the ADEIR, and based on the determinations of the IS, AECOM will prepare a detailed DEIR Section Template and a Key Issues Memorandum of the EIR. The Key Issues Memorandum will provide an outline of impacts to be addressed within each section, thresholds of

significance and methodologies to be employed for each impact, important assumptions and information needs that will affect the preparation of analyses, likely impacts and mitigation strategies (including identification of applicable Sacramento 2030 General Plan Master EIR or Railyards Specific Plan EIR mitigation measures or policies), cumulative impact analysis scenarios, and potential alternatives to the project. We will meet with City staff to confirm the content and approach to the EIR so as to be able to guide ongoing work on the Administrative Draft. We anticipate that the Section Template and Key Issues Memorandum will be completed and a review meeting could occur within 2 weeks of the completion of the IS. Further refinements may occur as technical analyses are conducted.

Subject to further confirmation following the NOP and agreement regarding the content of the EIR outline, a detailed description of each portion of the Administrative Draft EIR follows.

4.3: Administrative Draft Tiered Focused Environmental Impact Report

Introduction

The introduction to the EIR will present the project background, including the prior evaluation of alternatives by the Sacramento First Citizens' Task Force, and will describe the organization of the EIR, type and use of the EIR, tiering relationships to the Sacramento 2030 General Plan Master EIR and the Railyards Specific Plan EIR, the environmental review process, the focus of the EIR analysis, other documents used in preparation of the EIR, lead and responsible agencies, and opportunities for public comment.

Summary

The Summary will clearly present the proposed ESC project and the relationship of the proposed project to the Sacramento 2030 General Plan Master EIR and Railyards Specific Plan EIR. The Summary will also summarize the main findings of the EIR. We will include a summary table that summarizes the impacts, the significance of each impact before and after prior adopted mitigation measures, any additional recommended ESC-specific mitigation measures, and the significance of each impact after implementation of ESC-specific mitigation measures. The summary table will also present the impacts that were considered to be fully evaluated in prior program-level EIRs and the mitigation measures that were identified in those documents and that will be adopted for the proposed project. The Summary will also summarize areas of controversy, the comparative effects of alternatives analyzed, and significant and unavoidable impacts, if any.

The Summary will be presented and formatted with the intent that it may be separately printed and distributed for use by interested parties.

Project Description

The project description section of the ADEIR will be based on the ESC description provided by the City at the time of Notice to Proceed. Much of the information contained in the September 13, 2011 staff report could be used in the project description if it has not changed. AECOM will review these materials and identify any supplemental information requirements necessary for the EIR. It is anticipated that the project description will include the following items:

- Building size and footprint
- Number of seats
- Circulation and access
- Parking
- Anticipated events, including number, type, and size
- Anticipated hours of operation
- Number of employees
- Any uses in addition to the ESC (e.g., vendors)
- Construction methods and timeframes
- On- and off-site infrastructure, including any infrastructure that may serve the Historic Depot or other uses that could be disrupted by construction
- Phasing (if there are pieces of the project that will be brought on after the ESC construction)
- Changes to the anticipated future uses of the Historic Depot, if any
- Relationship to/consistency with the Railyards Specific Plan and 2030 General Plan
- City approvals
- Other agency approvals

If such information is not going to be made available, we will identify assumptions that can be made regarding the ESC facility. We are expecting that the City will have access to the potential development team to confirm these assumptions. If those resources are not made available, then AECOM has the ability to reach back to sports arena architects in our firm who can ensure that assumptions are well-grounded and consistent with the known operations of similar facilities. We have not budgeted for engagement of these architects, but we would make them available to support the project if requested by the City. For budget purposes, we assume that the project description used in the EIR will be substantially similar to that provided to the EIR team at project initiation, and that the work effort included in this task will result in modification to the project description where necessary to provide additional information related to the environmental topics to be addressed in the EIR. From the information provided by the City, AECOM will develop a specific project description which describes the project objectives, proposed infrastructure, and demand-related infrastructure and services. The

project description will also discuss the relationship between the proposed ESC and the surrounding land uses as well as the ESC's consistency with the City of Sacramento 2030 General Plan and the Railyards Specific Plan policies. The ESC's consistency with the General Plan Master EIR and Railyards Specific Plan EIR mitigation measures will also be discussed to disclose the project's conformity with these policies and measures.

Environmental Setting, Impacts and Mitigation Measures

Based on initial evaluation of the project and considering our understanding regarding the City's intent to maximize the reliance on existing CEQA documentation, we anticipate that the proposed project has the potential to affect or potentially affect the following environmental resource issue areas:

- Aesthetics, Light and Glare
- Air Quality
- Cultural Resources
- Global Climate Change
- Hydrology and Water Quality
- Noise and Vibration
- Transportation and Circulation
- Utilities and Service Systems

To the extent that the Sacramento 2030 General Plan Master EIR and/or the Railyards Specific Plan EIR identify policies, programs, or mitigation measures that reduce potentially significant impacts, such mitigation will be placed in the ESC EIR MMRP and made a condition of project approval. In limited cases, the EIR may propose to modify prior approved mitigation measures to better address the specific conditions of the proposed ESC.

The following summarizes the analysis anticipated for the proposed project's key environmental issue areas:

Aesthetics, Light, and Glare

The Railyards Specific Plan EIR determined that, although views of and from the project site would be modified from the existing conditions, implementation of the Specific Plan would not degrade the existing visual character or quality of the site and its surroundings. Rather, development consistent with the proposed Specific Plan would contribute to the visual character and interest of downtown Sacramento and would improve the visual quality of the downtown area. The Railyards Specific Plan EIR concluded that compliance with Mitigation Measure 6.13-1 would ensure that glare associated with new development, particularly in the downtown area, would be reduced to a less-than-significant level and implementation of Mitigation Measures 6.13-3(a) through 6.13-3(c) would be required to reduce potentially significant lighting impacts to a less-than-significant level.

The City of Sacramento General Plan Master EIR determined that City of Sacramento is primarily built-out with a significant amount of ambient light already existing, especially near the downtown area. The new development that would be allowed under the 2030 General Plan would be subject to the General Plan policies designed to reduce impacts related to light and glare as well as design review. With an emphasis on infill development within the City, additional light sources would be concentrated within existing lit areas and would not result in extensive use of lighting in outlying areas of the city. Therefore, the amount of additional lighting that could be created as a result of the 2030 General Plan would be a small fraction in relation to the existing ambient light already present in the City.

While the project would represent an appreciable new physical development and use on the project site, the general alteration of landscape that typically occurs as part of most development projects does not by itself constitute a significant effect on the environment. Changes in built form that occur as part of development must be considered in the urban context, which is based on the Sacramento 2030 General Plan that contemplates intense urban development within the downtown portion of the Central City. The addition of the proposed ESC on the project site would increase the intensity of development compared to existing conditions, however, based on precedent set in the General Plan Master EIR and the Railyards Specific Plan EIR, AECOM does not anticipate that the new ESC would result in a substantial adverse change to the existing visual character or quality of the project site and its surroundings. The proposed ESC is consistent with the land use designations established in the 2030 General Plan and the Railyards Specific Plan, and would be subject to zoning and building regulations that are uniformly applied to development.

Consistent with the standards of significance identified in the City of Sacramento Environmental Checklist and with the Notice of Preparation circulated for the ESC EIR, the visual impact analysis will focus on the potential light and glare impacts of the proposed ESC, especially as it relates to the visibility of the structure from I-5 where it would rise approximately 64 feet above the height of the elevated freeway structure. The analysis will assess whether the ESC project would create light or cast glare in such a way as to cause public hazard or annoyance for a sustained period of time or cast light onto oncoming traffic or residential uses. The light and glare analysis will be based on detailed information provided by the ESC development team, including descriptions of proposed lighting and illuminated sign elements on and around the facility, available photometric data and studies, and, if available, nighttime photo simulations. Consistent with our approach to all technical sections in the ESC EIR, the aesthetics light and glare section will incorporate, and where necessary, update the extensive consideration of visual resources in the Railyards Specific Plan EIR, the Railyards Design

Guidelines, and the Sacramento 2030 General Plan and Master EIR.

We have not proposed to include visual simulations in the ESC EIR, in large part because visual simulations are most helpful in assessing the visual compatibility of a project with its surroundings. As noted above, the City has already deemed buildings of the height and scale of the proposed project to be visually compatible and we do not believe that visual simulations would be useful in the assessment of the light and glare issues that would be the focus of this section. That said, AECOM employs hundreds of architects, designers, and visualization specialists, many of whom have worked on entertainment and sports facilities across the United States and throughout the world. Should the City require visual or design support services for the project, including photosimulations, 3-D modeling, animations, or other services related to the design or analysis of the visual elements of the ESC, we are happy to discuss the provision of these services with the City.

Air Quality

The Railyards Specific Plan EIR and the General Plan Master EIR evaluated potential construction and operational air emissions that would occur within the project area and within the cumulative context in accordance with the City's standards of significance. Both EIRs identified significant and unavoidable impacts with respect to operational ozone precursor emissions. However, the General Plan Master EIR determined that construction impacts related to air quality would also be significant and unavoidable, whereas the Railyards Specific Plan EIR identified a less than significant impact after implementation of an air quality mitigation plan and payment of fees into the Sacramento Metropolitan Air Quality Management District's (SMAQMD) construction mitigation fund.

To the extent feasible, AECOM will tier its analysis of the project from the Railyards Specific Plan EIR and the General Plan Master EIR. In general, the analysis of the General Plan Master EIR is more recent and will present a better analysis from which to tier regional air pollutant emissions analysis. However, with respect to localized considerations such as toxic air contaminants (TAC) and CO, as well as local sensitive receptors, AECOM will use the analysis of the Railyards Specific Plan EIR. In addition, with respect to the discussion of cumulative/long-term impacts related to air quality, it is assumed that the ESC EIR will rely on the analysis of cumulative air quality impacts contained in the General Plan Master EIR, and AECOM will include a qualitative discussion and incorporate by reference the analysis of the General Plan Master EIR.

Criteria Pollutants: The Railyards Specific Plan EIR and the City of Sacramento 2030 General Plan Master EIR evaluated potential air quality impacts associated with development at the project site as well as cumulative development in the region. As noted in those

prior environmental analyses, the project site is located in the Sacramento Valley Air Basin (SVAB), which is under the jurisdiction of SMAQMD. However, since the time of the prior program-level EIRs, some of the regional setting, including ambient air quality data, has changed and will need to be updated as part of the ESC EIR.

AECOM will prepare an air quality analysis that meets the requirements of ARB and SMAQMD. The EIR air quality setting section will include a description of the existing air quality conditions in the project area which would include, but is not limited to climatic, meteorological, and topographic factors that influence the dispersion and movement of air quality emissions in the region; background information regarding the major criteria air pollutants generated locally and in the region and their sources; background information regarding applicable toxic air contaminants and sources; the most recent three years of ambient air quality monitoring data; current attainment designations; identification of existing sensitive receptors in the project area; and background information regarding applicable odorous emissions and sources. AECOM will also update the regulatory setting of the Railyards Specific Plan EIR and Sacramento 2030 General Plan Master EIR to reflect any updates to the federal (e.g., US Environmental Protection Agency (USEPA)), state (e.g., ARB), and regional/local (e.g., SMAQMD) air quality framework that would apply to the proposed project.

AECOM will evaluate the previously-prepared quantitative air quality modeling and qualitative analyses to determine the extent to which the air quality impacts of the proposed ESC are have already been accurately addressed and characterized. For those impacts that are determined not to be sufficiently addressed through the previous air quality analyses, AECOM will perform project-level analyses in accordance with the guidelines and recommendations from ARB and SMAQMD. For example, the construction emission impact analysis of the two previous EIRs was based on programmatic assumptions to reflect a conservative analysis. Assuming a construction start date in 2014 and that, with the exception of the proposed project, minimal construction activity is occurring concurrently within the Railyards Specific Plan area, AECOM considers it unlikely that the proposed project would generate upwards of 358 lbs/day of nitrous oxides (NOx) as was estimated in the Railyards Specific Plan EIR (Table 6.1-5). Therefore, in order to more accurately reflect the emissions of the project than was possible when the Railyards Specific Plan EIR was prepared, AECOM will quantify the construction emissions of the proposed ESC based on assumptions about construction schedule and equipment specific to this project.

Construction Emissions: Construction air quality emissions will be quantified using the California Emissions Estimator Model (CalEEMod). Although SMAQMD has not formally set a date when all air quality

analyses must use CalEEMod, it recommends that practitioners are familiar with the model and accepts the model as an air quality modeling tool. The modeling will consider the types and sizes of the proposed uses, construction phasing schedule, and other project-specific construction data (e.g., assumed duration of construction and amount of land to be disturbed/graded).

It is assumed that all project-specific construction data will be provided by the City in response to data requests submitted by AECOM. In the event that such data is not available, AECOM can develop assumptions based on the professional experience of our firm with the design and evaluation of similarly sized projects. However, development of construction assumptions and schedule by AECOM is not included as part of this scope. AECOM will also use SMAQMD's Roadway Construction Emissions Model Version 6.3.2 where applicable. The construction emissions associated with build out of the proposed project will be compared with SMAQMD's established thresholds of significance. AECOM will also include a discussion of applicable construction mitigation measures from the General Plan Master EIR and the Railyards Specific Plan EIR, as appropriate. If construction emissions are determined to be significant, even with prior mitigation, new and/or revised mitigation will be provided.

Based on information provided within the RFP, it appears that the total acreage of the construction site would be less than 15 acres, and the project would not exceed the particulate matter screening thresholds established by SMAQMD for construction projects. AECOM will discuss with the City appropriate assumptions regarding the maximum simultaneous disturbance area and, as part of the EIR, identify what level of particulate matter control would be necessary on-site, based on SMAQMD's Guide to Air Quality Assessment. If it is determined that the maximum disturbance area of the project could exceed 15 acres, AECOM can provide the necessary dispersion modeling of construction particulate matter with an amendment to this scope.

The demolition of Power Balance Pavilion and its effects on air quality will also be modeled using CalEEMod, EMFAC, and potentially, SMAQMD's Roadway Construction Emissions Model. Air quality impacts may occur as a result of the use of heavy construction equipment, including haul trucks, at the Power Balance Pavilion site. The EIR will address the disposition of the demolished building materials, including whether the material would be pre-processed at the demolition site for transport to a landfill or re-used the extent possible.

Operational Emissions: The air quality analysis will also evaluate the long-term operational emissions that would occur during operation of the proposed ESC. Long-term operational emissions would include mobile sources associated with motor vehicle travel to and from the project site, and area sources associated with

operation and maintenance of the proposed ESC. Similar to the construction analysis, AECOM will use the CalEEMod model to quantify the criteria air pollutant emissions resulting from operation of the proposed ESC. Data inputs to support modeling of mobile sources will be obtained from the traffic study, prepared separately for the City. Modeling inputs related to the proposed ESC design and operation is assumed to be provided by the City. CalEEMod includes default parameters for sources such as natural gas combustion, landscape maintenance, and periodic architectural coatings for various land use types.

The project's long-term operation emissions will be compared with the SMAQMD's thresholds of significance. If operational emissions are determined to be significant, mitigation measures that are consistent with existing General Plan policies will be identified in order to mitigate air quality impacts to a less-than-significant level. Similar to the construction criteria pollutant emission evaluation, AECOM will also include a discussion of applicable operational mitigation measures from the Sacramento 2030 General Plan Master EIR and Railyards Specific Plan EIR, where appropriate.

Carbon Monoxide Hot Spots: The Railyards Specific Plan EIR and the Sacramento 2030 General Plan Master EIR concluded that impacts related to CO concentrations would be less than significant. As the proposed project would include a parking structure and a substantial number of vehicles would be entering/exiting the facility prior to and after any event, there is a potential for idling and/or slow-moving vehicles to contribute to a potential substantial increase in carbon monoxide levels in the immediate vicinity of the parking structure. AECOM will, using the California line source dispersion model (CALINE4) dispersion model, evaluate the potential concentrations of carbon monoxide that could occur in the immediate area and evaluate the potential for those levels to exceed existing carbon monoxide ambient air quality standards. In addition, AECOM will review the traffic volumes to confirm the assumption that CO concentrations would be less than significant near sensitive receptors. If the volumes appear to be great enough to trigger a violation of the CO standard, then the SMAQMD-recommended screening techniques, and, if necessary the CALINE4 and EMFAC models will be used to quantify impacts.

Toxic Air Contaminants: Although the project site is located within 500 feet of Interstate 5 (and therefore potentially exposed to high levels of TACs), the proposed project would not include any residential or other sensitive receptors that would be exposed to TAC emissions for periods of time that would lead to health risks. Therefore, short-term construction and long-term operational TACs (e.g., diesel particulate matter) from the proposed project will be qualitatively assessed. No dispersion modeling or health risk assessment [HRA] will be performed as part of this scope of work. The contribution to heavy-duty truck traffic in the region during construction and operational phases and

stationary TAC sources that would be part of operational activities will be evaluated. If through these analyses, dispersion modeling or HRA is deemed necessary, AECOM has the capabilities to perform this task as an amendment to this scope.

Wind: Mitigation Measure 6.1-7 of the Railyards Specific Plan EIR requires applicants to demonstrate that ground level winds would not exceed 35 miles per hour when structures over 100 feet in height are proposed. As the proposed project would exceed 130 feet in height, it is assumed that the project development team will provide the results of a wind tunnel analysis that AECOM will then incorporate into the air quality analysis of the EIR.

Cultural Resources

The cultural resources analysis will address potential impacts on known and unknown prehistoric and historic-era archaeological resources and built-environment resources. Through a tiered approach the AECOM team will collaborate with City Preservation staff to make maximum use of the extensive project-level cultural resources analysis that was conducted for Sacramento Intermodal Transportation Facility, whose study area included the ESC project site. The analysis will also incorporate the extensive suite of cultural and paleontological resources work embodied in the Railyards Specific Plan EIR and the Sacramento 2030 General Plan Master EIR described below. Our intent is to verify and update where necessary the existing inventories, assessments, and mitigation strategies and carry them forward into the ESC EIR to analyze only those specific resources potentially impacted by the proposed project. Importantly, our cultural resources analysis, and our mitigation program in particular, will incorporate recent case law (*Madera Oversight Coalition, Inc., et al. v. County of Madera*) that compels the lead agency to consider all feasible mitigation measures, not just those that are preferred. In short, the cultural resources analysis will reflect the state of the art in terms of technical quality and CEQA compliance and will be built for maximum legal defensibility.

The cultural resources section of the EIR will assess the project's potential impacts on historical architectural and archaeological resources in accordance with the requirements of CEQA and the standards of significance identified in the City of Sacramento Environmental Checklist. To achieve efficient and thorough cultural resources analysis, AECOM will incorporate by reference applicable work such as the environmental and regulatory settings as well as descriptions of identified historical resources such as the Southern Pacific Railroad (SPRR) Sacramento Depot District and the Central Shops Historic District. We also envision a tiered approach to cumulative impacts and mitigation measures for archaeology and architectural resources where appropriate.

For the purposes of the proposed project, AECOM understands that a key component of the proposed analysis will be determining how the proposed ESC project would directly and/or visually impact the Southern Pacific Railroad (SPRR) Sacramento Depot District and the Central Shops Historic District, immediately southeast and north of the project site. Accordingly, the cultural resources section will address potential project impacts (direct and visual) on the Depot District, which includes the Depot Station at 401 I Street, the REA Building at 431 I Street, and the SPRR Platform Amenities at 401 I Street, which is listed on the National Register of Historic Places (NRHP) and is a Sacramento Landmark. We anticipate that mitigation measures for potential impacts on these and other historical resources will build on those included in existing treatment plans and other design requirements currently under development, as discussed by City Preservation staff in the pre-bid conference for the ESC EIR. Based on the extensive project-level archaeological analysis that was conducted for Sacramento Intermodal Transportation Facility that included the proposed project area, AECOM will outline appropriate mitigation that could include (but is not limited to) an archaeological monitoring plan for the proposed project site that identifies procedures to be followed in the event of a discovery though none is expected. Though not required under CEQA, we also recommend undertaking a new round of Native American consultation.

The cultural resources analysis will be based upon the extensive body of cultural and paleontological resource inventories, impact assessments, and mitigation measures developed for the project site in previously prepared technical reports, environmental documents, design-related documents, and executed agreements, including:

- the Sacramento Railyards Specific Plan EIR;
- the Sacramento Railyards 2007 Design Guidelines;
- the Sacramento 2030 General Plan and Master EIR;
- the Sacramento Intermodal Transportation Facility Tier 1 and Tier 2 Environmental Assessment with Finding of No Significant Effect and Section 4(f) Evaluation; and
- the Programmatic Agreement among the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration, the California State Historic Preservation Officer, the California Department of Transportation, and the City of Sacramento Regarding the Sacramento Intermodal Transportation Facility Project (including the attached archaeological and architectural treatment plans).

AECOM also understands that the City is currently working on updated Guidelines for the Sacramento Railyards. As part of a collaborative approach, we anticipate being able to incorporate pertinent sections of these currently unreleased guidelines as considered appropriate by the City's Preservation Staff.

Global Climate Change

The Railyards Specific Plan EIR was prepared prior to the requirement that an analysis of global climate change be included as part of the CEQA process. The General Plan Master EIR was also prepared prior to this requirement but included an assessment of global climate change as a result of concerns raised by the public and State Attorney General's Office during public review of the Draft Master EIR. Although the Railyards Specific Plan EIR did not evaluate global climate change, per se, it did include a discussion of how future projects would reduce greenhouse gas (GHG) emissions through the design and operation of future development within the specific plan area, including the ESC project. AECOM will include, during its evaluation of the ESC project, a discussion of how these measures have been or can be incorporated into the proposed project, where feasible. This may include, but is not limited to, descriptions of the types of lighting fixtures, percentage of recycled material to be used during construction, and the manner in which landscaping and irrigation are provided on-site. In general, we will rely on the General Plan Master EIR to frame our analysis and will evaluate the project for consistency with the assumptions and analysis contained in the MEIR, as appropriate. Guidance from the General Plan and Master EIR (including Policies ER 6.1.7, ER 6.1.9, ER 6.1.18, and ER 6.1.19) may be useful in informing mitigation measures that may be required to reduce project-related impacts. To the extent feasible, AECOM will use the Master EIR's analysis and provide minor updates to reflect more recent guidance and regulatory background information, such as the AB32 Scoping Plan and SB375.

With respect to the presentation of the global climate change analysis within the ESC EIR, AECOM will describe the existing setting in a global, federal, state, regional, and local context, as well as the current state of the science with respect to climate change. We will also provide a summary of current greenhouse gas (GHG) emissions-related policies and regulations to establish the context for the impact analysis, which will be framed as a cumulative analysis. As noted previously, it is assumed that the information contained in the setting will be largely derived from the General Plan Master EIR with some updates to reflect recent legislation and other pertinent information.

We will calculate and report project-related GHG emissions, presented as metric tons of carbon dioxide equivalent (CO₂e). The analysis will use the latest version of CalEEMod, EMFAC, and potentially, SMAQMD's Roadway Construction Emissions Model. Future reductions in mobile source GHG emissions due

to the Low Carbon Fuel Standard (LCFS) and Pavley Regulations will be quantified, as well electricity-related emission reductions associated with California's Renewables Portfolio Standard (RPS). GHG emissions estimates will include both direct and indirect emissions sources, such as on- and off-road mobile sources, building and equipment energy use (electricity and natural gas), waste and wastewater generation, water consumption, and high-GWP GHG use, both during project construction and operation.

Construction-related GHG emissions will be amortized over the lifetime of the project and added to operational emissions to arrive at a total emissions estimate. Our work will not include a "life cycle analysis" of the GHG emissions embodied in materials and products to be used on-site. For example, AECOM will not evaluate emissions associated with building an excavator to be used on-site during construction of the proposed project as this is considered outside the scope of the EIR.

We will incorporate, as appropriate, an acknowledgement of the City's progress on its Climate Action Plan (CAP). If the CAP is completed prior to issuance of the Draft EIR, the findings/recommendations of the City's CAP will be included as part of the EIR; we will identify any additional mitigation or design features that would be required as part of the ESC to ensure consistency with the CAP and General Plan policies, as mentioned previously.

As noted above, AECOM will evaluate the project's level of consistency with the conclusions made in the General Plan Master EIR with respect to global climate change. As the assessment of global climate change is an inherently cumulative analysis, it is considered appropriate to tier from the analysis of the General Plan Master EIR, which programmatically assessed the impacts of development citywide. As part of this consistency analysis, AECOM will pay particular attention to the project's level of consistency with General Plan Policy ER 6.1.7, which states that the City shall work with CARB to comply with AB 32 reductions to 1990 emission levels by 2020. It should be noted that this roughly equates to a 29 percent reduction in emissions compared to 2020 "business-as-usual" conditions. Based on the assumption that the majority of emissions associated with an entertainment and sports complex like the proposed project would stem from mobile source emissions and the relative abundance of mass transit and alternative transportation opportunities in the project area, AECOM, after initial evaluation, anticipates that the project will be able to achieve consistency with General Plan Policy ER 6.1.7.

The global climate change policies specified in the City of Sacramento's General Plan (Appendix K), measures in the CAP (where applicable), and the aforementioned design measures included as part of the Railyards Specific Plan EIR will be used, as necessary, along with measures built into CalEEMod to mitigate any additional

impacts beyond those already addressed in the City of Sacramento General Plan Master EIR.

Hydrology and Water Quality

The Hydrology and Water Quality section of the EIR will focus on an assessment of the proposed ESC's potential impacts related to flooding, groundwater resources, and construction-related surface water quality in accordance with the requirements of CEQA and consistent with the standards of significance identified in the City of Sacramento Environmental Checklist. The EIR assessment will focus on the following:

- potential for impacts to groundwater quality by adversely affecting the flow of contaminated groundwater;
- potential for effects due to disposal of dewatered groundwater to the CSS;
- potential for on- and off-site construction-related stormwater runoff impacts; and
- appropriate construction BMPs.

The hydrology and water quality analysis will tier from the General Plan Master EIR (for cumulative impacts) and will incorporate by reference relevant material that was included in the Railyards Specific Plan EIR, including a description of existing hydrological conditions on the site; applicable state, federal, and local regulations that pertain to surface water and groundwater resources; analyses of potential project effects on surface water quality and cumulative impacts; and previously identified mitigation measures necessary to reduce or avoid significant impacts.

The ESC EIR section will focus on issues that were not previously fully addressed. We will update information about the status of regional flood management and its effect on downtown development. We have maintained an up-to-date understanding of flood protection work in the project area, and will use the latest available information for incorporation into this EIR.

In particular, the analysis will provide updated information on the status of groundwater pollution and remediation on the project site. In the event that the project description is revised to include below-grade construction (up to 15-feet based on the City's RFP), the hydrology and water quality analysis will address the potential effects caused by excavation into the shallow groundwater table, including short-term, and possibly, long-term dewatering and disposal to the CSS. Any potential effects of dewatering on the groundwater plume will be presented, and if adverse effects are identified appropriate mitigation measures will be described.

The discussion of surface water will focus on documenting the project's compliance with the State's National Pollutant Discharge Elimination Permit (NPDES) requirements including the construction permit

(Order 2009-0009-DWQ) and the permit regulating discharge from the CSS (NPDES No. CA0079111). Compliance with the requirements of the City's Stormwater Quality Improvement Program and the Sacramento Countywide Sacramento Stormwater Quality Partnership and associated permit requirements (e.g. Waste Discharge Requirements Order No. R5-2008-0142 MS4 Permit).

Noise and Vibration

The Railyards Specific Plan EIR and the General Plan Master EIR evaluated potential construction noise and operational mobile and stationary source noise within the project area and in the cumulative context in accordance with the City's standards of significance. Both EIRs identified significant and unavoidable roadway noise impacts. However, the 2030 General Plan Master EIR determined that construction noise impacts would be less than significant with adherence to the City's Noise Ordinance, contained in Title 8 – Health and Safety, Chapter 8.68 of the Municipal Code, whereas the Railyards Specific Plan EIR identified a significant and unavoidable construction noise impact due to potential pile-driving and other construction-related noise. In general, the analysis of the previous EIRs included a programmatic evaluation that will be refined as part of the project-specific evaluation of noise impacts associated with the proposed project. However, it is assumed that the evaluation of cumulative impacts from the General Plan Master EIR, with locally specific refinements provided by the Railyards EIR, will be largely incorporated in the ESC EIR.

To build upon the analysis of the previous EIRs with an evaluation of project-specific noise effects, AECOM will conduct up to 8 short-term measurements of ambient noise (4 during daytime hours and 4 during typical special event hours) at the ESC site to characterize the existing noise environment in and around the project site. Previous noise measurements were conducted in 2007, and updating the previous measurements is recommended. No noise monitoring will be conducted at the Power Balance Pavilion site. Noise levels will be measured using a Larson-Davis Model 820 precision sound level meter, which satisfies the American National Standards Institute (ANSI) for general environmental noise instrumentation. AECOM will include a discussion of nearby existing, noise-sensitive receptors (especially low-income and senior housing along I Street) and noise sources based on the analysis of the Railyards Specific Plan EIR, but updated where appropriate. AECOM will incorporate by reference relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, based on material included in the prior program-level EIRs.

Demolition of Power Balance Pavilion will be evaluated based on the types of construction equipment that would be necessary, the potential for onsite concrete crushing or other large-scale recycling activities, and the use of

heavy haul trucks to remove debris from the site. Demolition noise will be evaluated against the assumptions made in the General Plan Master EIR for construction noise.

Based on information provided by the City, AECOM will compare the types of construction equipment that would be necessary during construction of the proposed ESC against the construction noise assumptions made in both the Railyards Specific Plan EIR and the Sacramento 2030 General Plan Master EIR. Of particular concern will be the assumptions made regarding the need for pile-driving. In general, pile-driving activities represent the highest levels of construction noise (~101 dBA), whereas most other construction activities generate approximately 86 dBA. AECOM will include a discussion of projected noise levels during construction and the potential significance of the impacts, and compare the analysis of the project against that of the impacts predicted in the Railyards Specific Plan EIR and the General Plan Master EIR. Demolition of Power Balance Pavilion will also be analyzed and evaluated against the City's Noise Ordinance. Where appropriate, AECOM will include a discussion of applicable construction mitigation measures from the General Plan Master EIR and Railyards Specific Plan EIR, including refinement of programmatic measures to make them specific to the proposed ESC. If necessary, additional mitigation will be proposed, consistent with existing General Plan policies, to reduce potentially significant environmental impacts.

As noted previously, both the Railyards Specific Plan EIR and the General Plan Master EIR identified significant and unavoidable roadway noise impacts in the vicinity of the project site. Based on the data provided by the traffic study for the proposed ESC, AECOM will evaluate the potential increases in roadway noise as a result of special events (e.g. concerts, basketball games.) at the entertainment and sports complex and will apply the noise thresholds established for the Central City in the 2030 General Plan. However, it should be noted that because the proposed project involves the operation of a special use with trip making that often occur during off-peak hours, it will be necessary to obtain total daily roadway volumes versus peak hour volumes. Twenty-four-hour noise levels will be calculated for various roadway segments in the project vicinity using the Federal Highway Administration's (FHWA) Highway Noise Prediction Model (RD-77-108) and the aforementioned traffic volume data. AECOM will calculate the average noise level based on traffic volumes, average speeds, roadway geometry, and site environmental conditions. It is assumed that two scenarios (Existing, Existing + Project) with up to 20 roadway segments each would require modeling.

AECOM will evaluate the potential increases in ambient noise levels that would occur as a result of the proposed project and the potential impact on nearby receptors

during special events, including basketball games. It is assumed that building material information will be available for incorporation into AECOM's evaluation of interior-exterior attenuation of noise. It should be noted that AECOM does not anticipate substantial increases in ambient noise levels as a result of interior crowd noise. Due to the potential timing of special events at the entertainment and sports complex, AECOM will evaluate potential noise-related sleep disturbance. Using the projected noise levels, AECOM will compare the data against the findings of Lawrence Finegold's and Bartholomew Elias's "A Predictive Model of Noise Induced Awakenings from Transportation Noise Sources" and the Federal Interagency Committee on Noise.

AECOM will also evaluate potential stationary source (e.g. HVAC) noise associated with operation of the proposed entertainment and sports complex. Incorporation of Mitigation Measure 6.8-3 of the Railyards Specific Plan EIR will be incorporated into the analysis of the ESC EIR to reduce impacts to less than significant. Furthermore, it is considered likely that stationary source noise associated with the proposed project would be imperceptible over ambient noise levels associated with traffic along I-5.

As noted above, with respect to the discussion of cumulative/long-term increases in noise, it is assumed that the ESC EIR will rely on the analysis of cumulative noise contained in the General Plan Master EIR, and AECOM will include a qualitative discussion and incorporate by reference the analysis of the General Plan Master EIR.

The Railyards Specific Plan EIR and the General Plan Master EIR included extensive evaluations of potential vibration impacts in accordance with the City's standards of significance. Both EIRs identified significant and unavoidable construction vibration impacts on nearby sensitive receptors but less than significant operational vibration impacts. In general, AECOM will evaluate potential vibration impacts based on the analysis and conclusions of the previous EIRs and determine what if any additional impacts would occur.

In Appendix K (Environmental Vibration Impact Assessment Technical Report (Draft)) of the Railyards Specific Plan EIR, Wilson, Ihrig & Associates, Inc. identified generally soft soil conditions throughout the Railyards Specific Plan, which would increase the amount of vibration felt at greater distances compared to more consolidated soils. Therefore, in order to accurately assess potential vibration levels, AECOM will, as a first step, evaluate soil conditions at the project site using the site-specific geotechnical evaluation prepared for the project and identify the appropriate attenuation rate of vibration that should be used to determine impacts. It is assumed that this evaluation will be available upon initiation of the preparation of the EIR. This approach is consistent with the determinations and

recommendations of the screening analysis performed for the Railyards Specific Plan EIR.

The City of Sacramento has established specific criteria for determining significance of vibration levels during construction and operation, and these criteria are based on the level of vibration at the receiver, rather than the source. In general, the City has set 0.5 in/sec peak particle velocity (PPV) as the vibration threshold for residential and commercial areas during construction and operation. In addition, the City has established a 0.25 in/sec PPV velocity for historic structures and archaeological sites. As shown in Figure 6.3-1 on page 6.13-13 of the Railyards Specific Plan EIR, the project site is located outside of but in close proximity to three archaeologically sensitive areas (Brass Foundry, Central Shops, and Sutter Lake). The project site is also located in close proximity to several potentially vibration sensitive and/or historic structures, including elevated portions of I-5, the Depot, and the Central Shops.

Using Federal Transit Administration's (FTA) Transit Noise and Vibration Impact Assessment manual and methodologies, AECOM will assess potential vibration levels during construction within the archaeologically sensitive areas, at nearby land uses, and at historic or vibration-sensitive structures. As noted previously, construction-related vibration impacts to nearby receptors were determined to be significant under both the General Plan Master EIR and the Railyards Specific Plan EIR. However, the General Plan Master EIR concluded that vibration impacts to archaeological and historic buildings would be less than significant. AECOM will include a discussion of applicable mitigation measures from the General Plan Master EIR and Railyards Specific Plan EIR. However, based on the proximity of the project to three archaeologically sensitive areas and elevated portions of I-5, it may be necessary to include additional mitigation in performance of General Plan Policy EC 3.1.7 as part of this EIR. If, based on modeled vibration levels, this is determined necessary, AECOM will work with the City to develop appropriate mitigation that may include pre-construction and during construction surveys to assess potential damage, removal and preservation of archaeological resources within a pre-determined buffer zone, and repair of any damage to nearby structures identified during construction.

AECOM anticipates that operational vibration can be adequately addressed in the IS, and does not anticipate a need to include an extensive evaluation in the EIR. It is assumed that sound amplification equipment and HVAC equipment contained within/on the entertainment and sports complex will be appropriately mounted and shielded such that potential vibration levels from such equipment would not be perceptible outside the limits of the project site. We will work with the City to include in the IS a discussion of potential vibration levels that could occur at the proposed entertainment and sports complex based on published vibration data for other sports

complexes and identify vibration levels that may occur as a result of sound amplification and crowd noise to determine potential impacts to nearby receptors.

If the City decides that this is an issue that requires additional analysis, as an optional task, AECOM can provide measurements of existing on-site and vicinity ambient vibration levels. This will allow the analysis to be more detailed with respect to the actual increase in vibration levels that may occur with implementation of the proposed project. Due to the proximity of several vibration sensitive areas to the project site and existing traffic-related vibration along I-5, AECOM would provide up to four measurements of ambient vibration levels. One measurement would be provided in the vicinity of I-5, and another within the archaeologically sensitive areas located to the north of the project site. AECOM would also recommend one of the four measurements be conducted during operation of a cargo train through the specific plan area.

Transportation and Circulation

The transportation, circulation, and parking analysis will be prepared a transportation consultant under a contract with the City. The analysis will come in a format that can be dropped into the EIR. Our budget includes time for AECOM to ensure that the drop-in transportation section is formatted in a manner consistent with the EIR. As our team members have done on past projects, AECOM will provide a technical section template in MS Word for use by the transportation consultant. We have allocated a few hours of time for our in-house transportation planner, Carol Shariat, to assist our technical teams in the use of assumptions and other data from the traffic and parking study.

Utilities and Service Systems

The AECOM team civil engineer, MacKay & Soms, will prepare a technical memorandum that documents an engineering review of the proposed wet and dry utilities and services system proposed to serve the ESC. The M&S analysis will include a review the City's proposed plans for the provision of water, wastewater, and drainage infrastructure, including calculations of the water demand and wastewater and drainage flows generated by the ESC. They will review the adequacy of the existing and proposed on-site and off-site water, sewer, and drainage infrastructure to support the ESC, including calculations of the stormwater runoff flows generated by the ESC, assess the adequacy of the existing and proposed on-site and off-site drainage infrastructure to serve the ESC, and review the ability of the City's CSS to serve the ESC (e.g., limitation of flows from development into the CSS to no more than five cubic feet per second). The evaluation of dry utilities will focus on the need for off-site improvements that could require analysis in the EIR. The review will include contact with service providers for electricity (SMUD), natural gas (PG&E), telephone (AT&T) and CATV (Comcast) systems, and will include a peer review of projected demands for electricity, gas, telephone/fiber

optics, and cable television services provided by the City. The conclusions of the MacKay & Soms engineering evaluation will be documented in a technical memorandum provided for AECOM's use in the development of the Utilities and Service Systems section of the ADEIR.

Wastewater and Drainage: Issues related to the generation of wastewater and urban storm drainage from development in the Railyards, and the capacity of the City's Combined Sewer and Stormwater system (CSS) and the Sacramento Regional Waste Water Treatment Plant (SRWTP) to accommodate flows generated by Railyards Specific Plan were previously addressed in the Railyards Specific Plan EIR, and cumulative impacts were disclosed in the General Plan Master EIR. These cumulative impacts will be tiered from the General Plan Master EIR, discussed in the IS, and not further studied in the EIR.

The Railyards Specific Plan proposed construction of a separate wastewater and stormwater conveyance system and an underground detention cistern to accommodate increased wastewater and stormwater flows, as well as an outfall to the Sacramento River to accommodate high flow events. The timeframe for construction of the underground detention cistern was not identified, and, thus, the Railyards Specific Plan EIR determined that the combined wastewater and stormwater flows could potentially exceed the existing capacity of the CSS system if they exceed a flow rate of five cubic feet per second. Further, neither prior EIR includes calculations of site-specific runoff flows for the proposed ESC.

The City Department of Utilities is working on a revised plan for drainage in the Railyards that involves the construction of a detention basin in the northwest part of the Railyards site that will be used prior to the completion of an outfall to the Sacramento River. As revised, the new drainage system will ultimately direct all storm drainage flows into an outfall to the river. Should the existing drainage master plan for the Railyards project be significantly revised for purposes of the ESC environmental review, it will require consideration of a number of issues, including, but not limited to overall development phasing, land use, flood control, water quality treatment, and financing. MacKay & Soms will review the revised Railyards drainage plan and prepare a technical memorandum that identifies any questions about plan design, analyzes the plan's methodology, and recommends action items for plan refinement.

Impacts on wastewater and drainage systems will be identified by comparing existing service capacity and facilities against future demand associated with implementation of the ESC based on data provided in the MacKay & Soms technical memorandum. Therefore, in light of the standards of significance identified in the City of Sacramento Environmental Checklist, AECOM will evaluate the potential for the

ESC to create or contribute runoff flows that would exceed the capacity (peak flow) of existing or planned stormwater drainage systems or require the construction of new wastewater facilities or stormwater drainage facilities, the construction of which could cause significant environmental effects.

Information related to the existing and future capacity of the City's CSS and SRWTP that is included in the Railyards Specific Plan EIR and the General Plan Master EIR will be summarized and incorporated by reference, and updated as necessary based on communication with City of Sacramento Department of Utilities staff regarding the City's CSS and communication with the Sacramento Regional County Sanitation District for regarding the SRWTP.

Impacts on wastewater and drainage systems will be identified by comparing existing service capacity and facilities against future demand associated with implementation of the ESC based on data provided in the MacKay & Soms technical memorandum.

The EIR will include a discussion of Mitigation Measure 6.11-2 in the Railyards Specific Plan Mitigation Monitoring Plan that requires the City to limit development of the proposed project so that combined wastewater and stormwater flows do not exceed a flow rate of five cubic feet per second, until (1) the cistern and outfall for stormwater flows are constructed, and/or (2) planned CSS improvements for wastewater flows are implemented. The EIR will analyze the effect of the ESC on these mitigation requirements and identify the potential for the project to conflict with this mitigation measure. Additional mitigation will be proposed as necessary to reduce potentially significant environmental impacts.

Water Supply: Issues related to the project-specific and cumulative demand for potable water supply and distribution facilities from development in the Railyards were previously addressed in the Railyards Specific Plan EIR. The Railyards Specific Plan assumes water supply for the specific plan area will be supplied through surface water rights and entitlements from the Sacramento and American Rivers, along with groundwater pumped through City operated groundwater wells. Water will be treated at the Sacramento River and Fairbairn Water Treatment Plants and conveyed to the Railyards through existing off-site infrastructure. The Railyards Specific Plan EIR determined that existing water supplies, infrastructure, and water treatment facilities were adequate to serve project-specific demands.

As such, the Railyards Specific Plan EIR determined that development of the Railyards would contribute to cumulative increases in the need for water supply treatment and/or distribution facilities. As discussed in the Railyards Specific Plan EIR, buildout of the City General Plan would result in a treatment capacity deficit

by 2020 (although the current economic downturn has likely extended this date). The Railyards would cumulatively contribute to this deficit. The City is aware of this shortfall, and has developed a number of ways in which to mitigate the potential future maximum day demand capacity deficit. Mitigation Measure 6.11-8 in the Railyards Master Plan EIR identified four mitigation options to address this deficit: implementation of a diversion and water treatment plant as cost-sharing partner in Sacramento River Water Reliability Study or implementation of a City of Sacramento only Sacramento River diversion and water treatment plant, implementation of a maximum day demand conservation for the proposed project or increased groundwater pumping. Ultimately the impact was determined to be mitigated to a less-than-significant level. The General Plan Master EIR reconfirmed the conclusion about a potential future shortfall in treatment capacity when it determined that buildout of the City General Plan would result in the need for upgrades to the City's water distribution and/or treatment systems and stated that a treatment capacity deficit could occur by 2020 (although the current economic downturn has likely extended this date). Mitigation measure 6.11-2 identified two mitigation options, and concluded that the impact was potentially significant and unavoidable.

Conditions are essentially the same as in 2009, other than the continued slow-down in the economy, and the conclusion regarding cumulative impacts made in the General Plan Master EIR should be relied upon for the ESC EIR. However, neither prior program-level EIR included calculations of project-specific water supply demands or provides site-specific water supply infrastructure designs for the proposed ESC. The General Plan Master EIR states that "[o]nce specific development proposals are prepared and submitted to the City a project-specific environmental analysis would be prepared, if required, to analyze any potential impacts on water supply and infrastructure." The AECOM team, in collaboration with the City, will prepare the necessary Water Supply Assessment and project-level analysis of water demand, treatment and capacity, as explained below.

We have assumed that the City team will have calculated water demand for the ESC as part of the infrastructure planning currently under way. The AECOM team civil engineer, MacKay & Soms, will review and validate the water supply demand for the ESC and evaluate the adequacy of the existing and proposed on-site and off-site water supply infrastructure to support the ESC.

Senate Bill 610 (Chapter 643, Statutes of 2001; Section 21151.9 of the Public Resources Code and Section 10910 et seq. of the Water Code) requires the preparation of water supply assessment (WSA) for projects business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space, such as the ESC. These assessments

address whether existing and projected water supplies are adequate to serve the project while also meeting existing urban and agricultural demands and the needs of other anticipated development in the service area in which the project is located. If the most recently adopted urban water management plan accounted for the projected water demand associated with the project, the public water system may incorporate the requested information from the urban water management plan. Because the City's 2010 Urban Water Management Plan includes development of a sports and entertainment complex within the per-capita and commercial demand assumptions, AECOM will complete the City's SB610/SB221 Water Supply Assessment and Certification Form using water demand calculated by the City and validated by MacKay & Soms.

Project impacts on water supply will be identified by comparing existing water demands and water treatment plant capacity against future demand associated with implementation of the ESC, based on the WSA and UWMP. The EIR will also explain how the cumulative water demand was addressed in the 2030 General Plan Master EIR and UWMP, and discuss the ESC contribution to this cumulative demand.

Solid Waste: The Railyards Specific Plan EIR evaluated potential impacts associated with solid waste generation. Because the potential size of the ESC was unknown at the time the Railyards Specific Plan EIR was prepared, the EIR determined that development of the ESC could result in the generation of a substantial amount of solid waste during construction and operation of the facility. Demolition of Power Balance Pavilion will be considered in the solid waste calculations for the project. The potential reuse of materials onsite or the recycling of materials will also be discussed. Therefore, in accordance with the requirements of CEQA and the standards of significance identified in the City of Sacramento Environmental Checklist, AECOM will evaluate the potential for demolition of Power Balance Pavilion and the construction and operation of the ESC to generate solid waste beyond the capacity of existing landfills; require or result in either the construction of new solid waste facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects; or violate Federal, State, and local statutes and regulations, including the City's recycling and solid waste disposal regulations described in Chapter 17.72 of the City of Sacramento Municipal Code.

Information related to solid waste collection and landfill capacity will be obtained from the Railyards Specific Plan EIR, the City of Sacramento General Plan, the California Integrated Waste Management Board, communication with City of Sacramento Solid Waste Division staff, and other environmental documentation for the project area. The solid waste generated by the ESC will be calculated based on California Integrated Waste Management Board's per-capita solid-waste

disposal rates for similar facilities. Impacts related to increased generations of solid waste that would result from implementation of the ESC will be determined by comparing existing and future service capacity at landfills that serve the City of Sacramento against future demand associated with implementation of the project. Mitigation measures intended to reduce impacts related to solid waste will be proposed, where appropriate.

Cumulative Impacts

Each issue area chapter will define cumulative impacts, the cumulative context and scenario, geographic scope, and methods for characterizing cumulative impacts. As appropriate, the cumulative impacts analysis for each issue area will tier from the cumulative impacts analysis established by the Sacramento 2030 General Plan Master EIR.

Alternatives

The EIR must include an analysis of a reasonable range of alternatives to the proposed project that could avoid or reduce the magnitude of one or more significant impacts identified for the proposed project (see State CEQA Guidelines Code of Regulations Section 15126.6[a]). We currently anticipate that this chapter will include a comparative analysis of up to three alternatives to the proposed project, including the "No Project" Alternative. It is likely that one alternative should be a "smaller" ESC that would address impacts caused by the intensity of activity. Another alternative may address configuration or design issues. In addition, the EIR should include a discussion of alternatives that were considered but rejected from full evaluation in the DEIR, and could include in this portion of the section the alternatives that were considered but not advanced by the Sacramento First Citizens' Task Force, and could also include the location of the Sports and Entertainment Facility Overlay that is currently embodied in the Railyards Specific Plan.

CEQA-Mandated Sections

This section will have four subsections that address specific requirements of CEQA, as noted below:

- **Cumulative Impacts:** A summary of the cumulative impacts identified in each environmental resource issue chapter.
- **Growth Inducement:** This subsection will discuss potential growth-inducing impacts of the proposed project, tiering from the growth-inducing impacts analysis contained in the Sacramento 2030 General Plan Master EIR.
- **Urban Decay:** This subsection will provide a summary of the conclusions of the Economic Impact and Blight Study undertaken in Task 3, described above. Consistent with CEQA requirements, the focus will be on the potential for the closure of the current Power Balance Pavilion to cause urban decay in the North Natomas area.

- **Unavoidable Significant Impacts:** This section will summarize the significant and unavoidable environmental effects identified in the technical impact analyses of the Draft EIR.

Complete Administrative Draft and Legal Review

AECOM will submit five (5) hard copies and an electronic version of the complete Administrative Draft EIR City Planning and Public Works staff for review and comment.

Task 4 Milestones:

- DEIR Section Template and a Key Issues Memorandum (electronic)
- Complete Administrative Draft EIR (5 hard copies + electronic)

Task 5: Prepare Draft Environmental Impact Report

5.1: Screencheck Draft Environmental Impact Report

AECOM will incorporate City staff comments on the Administrative Draft EIR and submit to the City a Screencheck Draft EIR. We expect that the comments will direct revisions to the ADEIR, and we have assumed that no new technical studies will be prepared or need to be substantially revised based on changes to the project or pre-approved assumptions. We have allocated a level of effort to this task based on our understanding of the compressed schedule and our past experience. Once the comments are received, we will consider the adequacy of the level of effort and confirm this with the City staff.

5.2: Draft Environmental Impact Report

AECOM will incorporate City staff comments on the Screencheck Draft EIR based on a single set of consolidated comments, and submit a final Public Draft EIR to the City for distribution for a 45-day public comment period. We expect that the comments will direct revisions to the Screencheck DEIR, and we have assumed that the comments will be primarily editorial in nature. We have allocated a level of effort to this task based on our understanding of the compressed schedule and our past experience. Once the comments are received, we will consider the adequacy of the level of effort and confirm this with the City staff.

AECOM will file 15 copies of the Summary and 15 CDs of the entire document (as preferred by the State Clearinghouse) and an NOC with the State Clearinghouse.

We assume that City staff will prepare a Notice of Availability (NOA) to accompany the Draft EIR. We also assume the City will distribute the EIR to interested stakeholders, contiguous property owners, and/or publish the Notice of Availability in a newspaper of

general circulation in the area affected by the proposed project.

Task 5 Milestones:

- Screencheck Draft EIR (5 bound copies + electronic)
- Draft EIR and NOC (5 bound copies of Draft EIR + 1 copy-ready of Draft EIR and Appendices + electronic + web-ready electronic for City to distribute) (15 Summaries (hard copies) + 15 CDs for AECOM to deliver to the State Clearinghouse)

Task 6: Prepare Administrative Final and Final Environmental Impact Report

6.1: Administrative Final EIR

AECOM will review the comments received during the public review period on the Draft EIR. We will prepare written responses to comments and make necessary changes to the Draft EIR to create the administrative final EIR. The administrative final EIR will include:

- an introductory chapter;
- enumerated comment letters on the Draft EIR;
- responses to all comments on substantive environmental issues presented in the Draft EIR; and
- a listing of revisions to the Draft EIR.

Based on our understanding of this project, past history of CEQA litigation on projects at the Railyards and in the Central City, and potential community concerns, we expect that the level of comment received during public review of the Draft EIR will be substantial. AECOM has provided a reasonable estimate of the level of effort required to prepare responses to comments based on our experience with other similar projects and our understanding of the compressed schedule. AECOM will respond to comments related to the potential physical impacts of the proposed project as they relate to the environmental and/or economic analyses presented in the EIR within the estimated level of effort. We have assumed that responses will involve explanation, clarification, or amplification of the contents of the Draft EIR. We have assumed that no new technical analysis will be conducted nor that completed technical studies will need to be substantially revised based on changes to the project or pre-approved assumptions as part of the response to comments. We assume that the City will address comments related to the merits of the project, and will assist AECOM by preparing responses to comments on non-environmental matters (such as project financing) or if more comments than anticipated are received.

6.2: Final EIR

Following City staff review of the Administrative Final EIR, AECOM will make revisions to the administrative final EIR to prepare the Final EIR.

We assume that the City will prepare the Notice of Availability, Findings of Fact, and Statement of Overriding Considerations, if necessary. In the event that the City requests support on one or more of these approval documents, AECOM can provide these items as an optional task.

Task 6 Milestones:

- Administrative Final EIR (5 bound hard copies + electronic)
- Final EIR for publication (5 bound hard copies + 1 copy-ready + electronic + electronic web-ready)

Task 7: Final Environmental Impact Report Hearings

7.1: FEIR Planning Commission Hearing

The AECOM Project Manager and Project Director, and one technical staff will participate in one public hearing before the City Planning Commission related to consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that AECOM staff would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing on the project's merits.

7.2: FEIR City Council Hearing

The AECOM Project Manager and Project Director and one technical staff will participate in one public hearing before the City Council for consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that AECOM staff would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing on the project's merits.

We assume that City staff will prepare and file the NOD with the State Clearinghouse and the Sacramento County Clerk and would pay DFG fees associated with filing of the NOD.

Task 7 Milestones:

- Attend one City Planning Commission hearing
- Attend one City Council hearing

Task 8: Mitigation Monitoring and Reporting Program

AECOM will prepare a draft MMRP for City review and comment. The MMRP will be prepared in an agreed-upon format and will consist of:

- All mitigation measures
- Timing/frequency of action
- Responsibility for implementation;
- Responsibility for monitoring
- Verification of compliance

Consistent with the approach taken in the Railyards Specific Plan MMRP, to the extent possible, monitoring and implementation will be tied to existing City processes and mechanisms.

The draft MMRP will be submitted with the Administrative Final EIR for City review. Following receipt of City comments, AECOM will revise the MMRP for publication. The MMRP will be bound with the FEIR.

Task 9: Findings of Fact and Statement of Overriding Considerations

In the event that the City determines to approve the ESC, AECOM will prepare written Findings of Fact, pursuant to section 15091 of the State CEQA Guidelines and in the City's format, to support final City action on the project. The Findings will include a specific finding for each significant impact of the project, describing the nature and significance of the impact, the status of mitigation, and the rationale for any mitigation that is to be rejected or that lies in the authority of another jurisdiction.

If any impacts are found to be significant and unavoidable, AECOM will prepare a Statement of Overriding Considerations (SOC), consistent with the requirements of section 15093 of the State CEQA Guidelines, that describes the reasons for project approval despite the occurrence of such impacts. It is anticipated that the SOC will identify a range of economic, employment, and social considerations. Since CEQA requires that the SOC be based on substantial evidence, AECOM assumes that the basis for the SOC will be found in financial, fiscal, and other economic studies undertaken by the City, the Sacramento First Task Force, the development team, and others.

The Findings of Fact and the SOC will be drafted as companions to other "decision" documents developed for the project approval process, such as the City Staff Report, draft resolutions, and the like.

As appropriate, the Findings also will refer to those impacts and related mitigation measures from the General Plan Master EIR and/or the Railyards Specific

Plan EIR that are relied upon through the process of tiering.

AECOM will prepare a draft version of the Findings and SOC for submittal to the City. In the past, City staff have taken these draft documents and finalized them internally, and we have assumed that the City would do the same in this case. However, if, due to the compressed project schedule, the City would like support from AECOM in finalizing these documents, we will do so based on the availability of budget or an augment if determined necessary.

Task 10: Prepare Project EIR Binder

AECOM will prepare the project EIR binder, which will include the following:

- Draft EIR, as modified by the Final EIR;
- Final EIR, which includes the comments received, responses to comments, changes to the Draft EIR and information added to the Draft EIR by the City as Lead Agency;
- City Council Resolution Certifying the EIR and adopting the Mitigation Monitoring Program for the project;
- CEQA Findings of Fact and Statement of Overriding Considerations for the project;
- MMRP for the project, and
- Any additional materials, such as Errata, as requested by the City.

It is assumed that preparation of the project EIR binder can be completed within the proposed level of effort for this task (see attached cost estimate).

Task 10 Milestones:

- Project EIR Binder (2 hard copies)

Task 11: Preparation of AB 900 Emissions Document

This task addresses the City's pursuit of AB 900 certification and identifies tasks related to coordination with ARB to meet AB 900 requirements.

AECOM will prepare a technical memorandum that documents how the project will achieve zero net GHG emissions and a 10-percent or greater standard of transportation efficiency. AECOM will conduct the GHG emissions analysis and understands that FPA will be preparing a separate analysis of trip generation and mileage that evaluates the existing Power Balance Pavilion and anticipated conditions under the proposed project. To the extent necessary, AECOM will incorporate key inputs from the analysis that FPA prepares into the GHG emissions analysis. Upon completion of both studies, we will integrate the FPA memorandum into a comprehensive stand-alone memorandum that evaluates the project's ability to

achieve zero net GHG emissions and a 10 percent standard of transportation efficiency. A draft memorandum will be prepared and submitted to the City for its use in submission of the AB 900 Certification Application to ARB. Once City comments have been received and incorporated, AECOM will submit the revised memorandum to the City. Upon completion of ARB's review, the memorandum will be finalized and incorporated into the administrative record and analysis of the EIR, where appropriate.

As part of this analysis, AECOM will coordinate with the City to consider the potential need for the purchase of GHG emission offsets. It should be noted that per SB 292, the highest priority is given for measures that reduce emission in the immediate vicinity of a project site.

It is assumed that this meeting will take place prior to submission of the memorandum to ARB.

Task 11 Milestones:

- Administrative draft technical memorandum submitted to City for review
- Final technical memorandum submitted to ARB

Task 12: RT Track Relocation Coordination

AECOM understands that plans for the ESC may necessitate the relocation of the Sacramento Regional Transit LRT tracks and station at the Railyards and this action may need to be evaluated in the ESC EIR with RT acting as a CEQA Responsible Agency. AECOM will coordinate with RT and City staff to understand the track relocation and what implications the relocation may have on surrounding resources. Discussion and analysis of the track relocation would be folded into the appropriate technical sections of the EIR. Should the relocation require a re-opening of the NEPA process for the RT facilities, if requested, AECOM would provide a separate scope of work for required NEPA services for this action, including preparation of an addendum or supplemental EA.

Task 12 Milestones:

- Attend three coordination meetings with RT and City staff

Optional Task 13: Mitigation Design

During the preparation of the Administrative Draft EIR (Task 4) and Draft EIR (Task 5), AECOM would review proposed mitigation and work with site design planners to potentially revise the site plan or other elements of the proposed project to remove the need for mitigation measures. AECOM would attend one meeting with site plan designers and City staff to identify potential mitigation measures and recommend site design changes or other solutions to reduce or eliminate the need for mitigation measures in the EIR.

Optional Task 13 Milestones:

- One meeting with site plan designers and City staff

Schedule

The following schedule has been formulated based on AECOM's experience and understanding of the CEQA process, as well as typical timeframes and review periods for various components of an EIR. If a more aggressive schedule is desired, AECOM would be happy to work with the City to determine how this could be accomplished. AECOM understands the importance of meeting the schedule outlined below and has confirmed technical staff immediate availability to meet either schedule, assuming that adequate information regarding the project and a mutually acceptable scope of services is available when the City provides AECOM with a notice to proceed. Other factors that could lengthen or shorten the schedule include dates of receipt of project information, length of City review, and unanticipated issues arising from the City or public review of the environmental document.

In developing the following draft schedule, we have assumed the following:

- Project information will be available by April 25.
- Traffic data to be used for Air Quality, Noise and Greenhouse Gas Emissions (e.g., daily volumes, VMT) provided to AECOM at least 4 weeks prior to ADEIR submittal.
- Final traffic section provided at least 2 weeks prior to ADEIR.
- No new issues raised in comments on NOP or ADEIR; no additional or new analyses required.

Sacramento Entertainment and Sports Complex EIR Tentative Schedule			
Task	Description	Time Needed	Tentative Completion Date
Task 1	Project Management		Ongoing
Task 2	Kickoff Meeting		April 4
	Project Information		April 25
	Traffic Data for AQ & Noise		May 16
	Traffic Section		June 6
Task 3	Economic Impact and Blight Study	9 weeks	June 6
Task 4	Prepare ADEIR	11 weeks	June 20
	City review of ADEIR	2 weeks	July 4
	Prepublication DEIR	4 weeks	August 1
	City review	1 week	August 8
Task 5	Prepare Public Review DEIR	1 week	August 15
	DEIR public review	45 days	August 15 – October 1
Task 6	Prepare AFEIR	4 weeks	October 29
	City review of AFEIR	2 weeks	November 12
	Revise FEIR	2 weeks	November 26
	City review of FEIR	1 week	December 3
	Finalize FEIR	1 week	December 10
Task 7	FEIR Hearings		December 24
Task 8	MMRP		Concurrent with Task 6
Task 9	Findings of Fact and SOC		Concurrent with Task 6
Task 10	Project EIR Binder		After completion of Task 7
Task 11	AB 900 Coordination		Concurrent with Task 4 and Task 5
Task 12	RT Track Relocation Coordination		Concurrent with Task 4 and Task 5
Task 13 (Optional)	Mitigation Design		Concurrent with Task 4 and Task 5

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

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 \$555,745.00.
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, said payments to be made 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 Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - 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 below.

D. Requests for payment shall be sent to:

*Desmond Parrington, Project Manager
915 I Street, 5th Floor
Sacramento CA 95814
916.808.5044/dparrington@cityofsacramento.org*

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 such 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 said 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 such 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 such 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.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
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 FOR PROFESSIONAL SERVICES

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 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 indemnity 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.

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, 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 on an occurrence basis 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 occurrence. 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) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

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, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (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 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:V. 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 Risk Management Division 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) 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 and/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 who 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 Contract or 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 Contract or Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson (213)-346-5464 06510-AECOM-CAS-11/13 Sacram CA Yvonne 7/14 NOC		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED AECOM Technical Services, Inc. 2020 L Street, Suite 400 Sacramento, CA 95811		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B:	
		INSURER C: Illinois Union Insurance Co	27960
		INSURER D: N/A	N/A
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: LOS-001500914-01 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLO 5965891 03	04/01/2011	04/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		BAP 5965893 03	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 **CLAIMS MADE**	10/08/2011	04/01/2013	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: AECOM Project No: 60250781Sacramento Entertainment and Sports Complex Phase 1

Client Reference No:

(SEE ADDITIONAL PAGE TEXT).

CERTIFICATE HOLDER

City of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

David Denihan

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AGENCY CUSTOMER ID: 06510

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM Technical Services, Inc. 2020 L Street, Suite 400 Sacramento, CA 95811	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND DESIGNATED VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED FOR GL & AL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. SEVERABILITY OF INTEREST/CROSS LIABILITY WORDING IS INCLUDED FOR GL & AL COVERAGES. IF THE INSURER FOR THE GENERAL LIABILITY, AUTOMOBILE LIABILITY OR PROFESSIONAL LIABILITY POLICY CANCELS ITS POLICY FOR ANY REASON OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS NOTICE OF CANCELLATION TO THOSE CERTIFICATE HOLDERS THAT REQUIRE IT BY WRITTEN CONTRACT. SUCH INSURANCE AFFORDED SHALL BE PRIMARY INSURANCE AND ANY INSURANCE CARRIED BY CERTIFICATE HOLDER & ADDITIONAL INSURED SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE FOR GENERAL LIABILITY AND AUTO LIABILITY COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF SACRAMENTO DEPARTMENT OF TRANSPORTATION ENGINEERING SERVICES DIVISION 915 I STREET, ROOM 2000 SACRAMENTO, CA 95814
ITS OFFICIALS, EMPLOYEES AND DESIGNATED VOLUNTEERS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or

omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2012

DATE (MM/DD/YYYY)
3/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

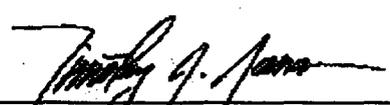
PRODUCER: Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of America		25674
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES AECTE01 **OE CERTIFICATE NUMBER:** 11709454 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TRJUB-4245B231-11 (AZ, MA, OR, WI) TC2JUB-4245B22A-11 (All Other States)	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Notice of Cancellation applies per attached endorsement. AECOM Project No: 60250781 Sacramento Entertainment and Sports Complex Phase 1 Client Reference No:

CERTIFICATE HOLDER 11709454 City of Sacramento Department of Transportation / Engineering Service Division 915 I Street, Room 2000, Sacramento, CA 95814	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: TRJUB-4245B231-11
TC2JUB-4245B22A-11

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of days written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. **Name:** Any person or organization to whom you have agreed in a written contract that notice of cancellation or material limitations of this policy will be given but only if:
 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or material limitation of this policy; and
 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

Address: The address for that person or organization included in such written request from you to us

2. **Number of Days Written Notice:** 30 **Additional Days**

City of Sacramento Department of Transportation / Engineering Service Division
915 I Street, Room 2000,
Sacramento, CA 95814

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 4/1/2011 Policy No. TRJUB-4245B231-11 Endorsement No.
TC2JUB-4245B22A-11
Insured AECOM Technology Corporation AECOM Technical Premium \$
Services, Inc.
Insurance Company Travelers Property Casualty Co of America



David Denihan
Senior Vice President

Marsh USA Inc.
777 S Figueroa Street
Los Angeles, CA 90017
+1 213 346 5620
David.a.denihan@marsh.com

March 23, 2012

Subject: AECOM Technology Corporation
Casualty Insurance Program Effective April 1, 2012

To Whom It May Concern

Marsh is the insurance broker for AECOM Technology Corporation (AECOM), and its subsidiary companies, handling its casualty insurance program including, but not limited to, General Liability, Auto Liability, and Umbrella Liability. AECOM's Casualty insurance program has just been renewed through Zurich (GL and AL) and AWAC (Umbrella) with limits, terms and conditions similar to the expiring insurance program, and which we believe will meet your contractual requirements. We are in the process of issuing the certificate of insurance as required, prior to the expiration of the current programs.

If you have any questions, please call me.

Sincerely,

David Denihan
Senior Casualty Advisor

Copy:

Douglas Smith / AECOM
William Fairbanks / Marsh

Withholding Exemption Certificate

2012

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

N/A

Payee's name

AECOM Technical Services, Inc.

Payee's SOS file no. SSN or ITIN CA corp. no. FEIN

9 5 - 2 6 6 1 9 2 2

Address (number and street, PO Box, or PMB no.)

555 South Flower Street, 4th Floor

Apt. no./ Ste. no.

City

Los Angeles

State ZIP Code

C A 9 0 0 7 1 2 2 0 1

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Steven I. Heipel Daytime telephone no. 916.414.5800
Managing Director

Payee's signature [Signature] Date 3/26/12

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) AECOM Technical Services, Inc.	
Business name/disregarded entity name, if different from above AECOM Technical Services, Inc.	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 555 South Flower Street, 4th Floor	Requester's name and address (optional)
City, state, and ZIP code Los Angeles, CA 90071-2201	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
9	5	-	2	6	6	1	9	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶ 3/26/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



March 20, 2012

RE: U.S. Insurance Coverage for AECOM Technology Corporation
Effective April 1, 2012 – April 1, 2013

To Whom It May Concern:

Please be advised that Workers Compensation & Property insurance coverage's for AECOM Technology Corporation and its subsidiary companies is currently being negotiated for renewal and will be bound effective April, 1, 2012.

These policies will renew similar limits, terms and conditions as the policy currently in force, there will be no lapse in coverage. Certificates of Insurance will be issued as soon as the renewal is finalized.

Sincerely,

Jamie Knoop
Senior Vice President
Lockton Construction Services

Business Insurance. **2010**
BEST places
to work

LOCKTON INSURANCE BROKERS, LLC

License #0F15767

Newport Gateway Tower I / 19800 MacArthur Blvd. Ste 550 / Irvine, CA 92612-2434

949-252-4400 / FAX: 949-252-4410

www.lockton.com

PROJECT #: I02000000

PROJECT NAME: Site Planning & AB 900 - Sacramento Entertainment and Sports Complex

DEPARTMENT: City Manager's Office

DIVISION: N/A

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

**TO BE USED FOR PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS**

THIS AGREEMENT is made at Sacramento, California, as of April 3, 2012 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811

("CONTRACTOR"), who agree as follows:

- 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 said 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 such services: (a) CONTRACTOR notifies CITY and CITY agrees that such 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 and/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.
- 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 said 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.
- 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 furnishing 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.
- General Provisions.** The General Provisions set forth in Exhibit D, that 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 said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and 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: **John F. Shirey, City Manager**

APPROVED TO AS 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 - Non-Discrimination in Employee Benefits

CONTRACTOR:
AECOM Technical Services, Inc.

NAME OF FIRM
95-2661922

Federal I.D. No.
611088522

State I.D. No.
115798

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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



Signature of Authorized Person

Steven I. Heipel, Managing Director

Print Name and Title

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: AECOM Technical Services, Inc.

Address: 2020 L Street, Suite 400 Sacramento, CA 95811

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

- e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

3/27/12

Date

Steven I. Heipel

Print Name

Managing Director

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Desmond Parrington, Project Manager
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:

Allen Folks, Vice President
AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811
916-414-5800/brian.boxer@aecom.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 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. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is X is not ___ required for this Agreement. If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

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

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 April 3, 2012 through June 30, 2013, in accordance with the schedule, set forth in the scope of services.

Sacramento Entertainment & Sports Complex Site Planning Assistance and AB 900 Coordination

Site Planning Assistance

It is our understanding that the Development Team and their consultant Populous Architects have prepared a schematic level diagram of the proposed arena to be located within the former Railyards in the City of Sacramento. A clear and defined project description is central to successful and timely preparation of the EIR; however, there remain some site planning challenges that are yet to be resolved. The site planning issues are primarily focused on the footprint of the facility and the ability to provide adequate space for service vehicle and bus access, convenient pedestrian connections to the ESC and all other transit modes, the relationship to surrounding uses and structures, the potential future location of the planned Sacramento Intermodal Transportation Facility (SITF), potential joint development sites, and the location of a planned VIP Parking Structure. Potential solutions that have been discussed, in concept, involve adjustments to the footprint of the ESC which could, in turn, affect (1) the amount of land to be set aside for public plazas, particularly on the east side of the building; (2) the approximate location and relationship to the proposed SITF, (3) the proposed view corridor between the Depot and the Central Shops, and (4) the corridors for public movement of pedestrians to destinations such as Old Sacramento, the proposed Railroad Technology Museum, the waterfront, downtown, and the other locations within the Railyards, including the City's concept for the high-speed terminal east of 6th Street.

Some of the issues described above may have been resolved by various members of City staff; but at this point in time not all issues have been resolved or located on a site plan suitable for environmental review. Within this scope of work, the initial effort will be to compile all of the known elements onto one layout plan for critique by both AECOM and the City, then revise up to two times to address the issues above and put into AutoCad. The final product will then be provided to the Development Team and will be used in the Project Description in the ESC EIR.

The work will be undertaken by AECOM sports facility architects, civil engineers, and site planners, and transportation engineering staff at Fehr & Peers (under a

separate contract to the City). Due to the urgency of the effort, we assume the work would be completed within a six to eight week time frame.

Work Plan

Task 1.1: Clarify What is Known and Site Tour

AECOM will meet with City staff to understand what portions of the project still need resolution and gather information including drawings of the proposed arena footprint, any updates to the Intermodal Facility, updates/changes to the street network including ROW's and easements to remain, layouts/plans of the proposed pedestrian paths and tunnel access ramps, any changes to the existing buildings such as the Depot, and the light rail platform and streetcar track realignments. All relevant drawings including the Populous arena drawings and the preliminary layouts produced by the City's urban design staff should be presented to AECOM in hard copy and as digital files that can be scaled.

Following the data collection and meeting, the AECOM team will walk the site with City staff to understand the important issues that will drive placement of facilities.

Task 1.1 Deliverables:

- Meeting minutes describing the conversation and what information if any is still required.

Task 1.2: Assemble Information/Create Single Sheet Site Plan

AECOM will locate all of the various elements on a single sheet so that they can be analyzed for clarity and purpose. This task should be completed within several days of receipt of the digital files. AECOM staff will review and be prepared to discuss our thoughts for how to modify the Plan with City staff as noted in Task 1.3

Task 1.2 Deliverables:

- Site Plan with known elements to a defined scale.

Task 1.3: Stakeholder Interviews, Site Plan Solutions, and Public Workshop

AECOM will participate in a one-day stakeholder interview session to ascertain viewpoints on land use, circulation, adjacencies, desired public open space, parking locations, historic preservation, etc. It is anticipated that ICON and Populous will participate in these interviews, as well as other City-identified stakeholders. At least three AECOM personnel will be present for the interviews. The interviews will be set-up by the City and conducted in a location chosen by the City. The interviews will be ULI format, with the AECOM team asking key questions and recording the thoughts in a confidential atmosphere. No participant will be cited directly or mentioned in any public presentations.

Following the stakeholder interviews, a second meeting with the City will occur to discuss what elements need to be adjusted to allow the project to move forward. This could involve changes to the physical structure to allow for better efficiency of space and access, simple movement shifts of the arena to the east or west, adjustments to the street grid, redirection of bus access, framing of how the Intermodal Facility should interact with the arena plaza spaces, alternatives for pedestrian access, etc. The outcome of this task is to suggest enough changes that provide certainty to how the footprint of the building and its associated outdoor public space would be configured. AECOM will prepare potential solutions or refinements to the basic building blocks of the Plan suitable for public review.

Prior to the public at-large being invited to view the week's progress, the AECOM team will conduct a small workshop with key stakeholders identified previously to gain their feedback. The final element of Task 1.3 will be a public workshop where the team will vet the potential solution(s) with the public in a facilitated workshop setting. AECOM assumes that the City will invite the public, find a suitable location, and collaborate in the workshop by providing various experts in transportation, utility design, and knowledge of the intermodal transfer facility program and railyards issues. We understand that given the sensitivity of the issues that there may not be consensus on a particular scheme, but that the goal will be to solicit feedback from as many different participants as possible.

Task 1.3 Deliverables:

- Two sketch refinements of Site Plan to demonstrate potential layout options for the arena, intermodal facility and related infrastructure.
- Public Workshop Notes summarizing outcomes.

Task 1.4: Adjustments to the Site Plan

Following the public workshop and confirmation on what elements need to be revised, AECOM will prepare an AutoCad revised layout Site Plan.

Task 1.4 Deliverables:

- Revised Auto Cad Site Plan

Task 1.5: Confirm Site Plan

A third meeting will occur with City staff to analyze the suggested changes to the Site Plan to allow the EIR to move forward within a certain known set of constraints. Future projects such as the Intermodal Facility will occur; however, the area that is to be studied as part of the EIR will have some clarity to allow for assessment of potential impacts. City staff will give a final set of comments to the Site Plan.

Task 1.5 Deliverables:

- Meeting Minutes

Task 1.6: Final Site Plan

Following the meeting with the City, AECOM will make one last round of changes as necessary.

Task 1.6 Deliverables:

- AutoCad site plan to scale for use by the environmental team.

Task 1.7: Final Site Plan Presentation

AECOM Senior Planners and Designers, Allen Folks, William Crockett, and Andre Brumfield, will present the unveiling of the Final Site Plan in a public meeting. It is assumed the City will notice the meeting and provide the location.

Task 1.7 Deliverables:

- Final Site Plan and associated graphics to explain the concept. This will include 3D massing diagrams prepared in Sketch-up or REVIT as appropriate.

AB 900 Coordination

AECOM's planners and atmospheric scientists will assist the City's in its consideration of potential AB 900 certification and will coordinate with the California Air Resources Board (ARB) to identify the steps and analytical methodologies necessary for the ESC to meet AB 900 requirements.

Task 2 AB 900 Agency Coordination

Certifying a project under AB 900 is a new process that requires coordination between ARB and the CEQA lead agency, and requires approval from the Governor. As the AB 900 certification process is separate from the CEQA process, additional documentation/coordination will be necessary, however the exact level and content of coordination that will be necessary has not at this point been precisely determined. To date, ARB has reviewed only one AB 900 application for a solar farm. Nonetheless, from an environmental analysis perspective, there are two aspects of AB 900 that require evaluation:

1. The project must achieve a 10-percent or greater standard of transportation efficiency than for comparable projects. In this case, the existing Power Balance Pavilion would be considered a comparable project. Transportation efficiency equates to the number of vehicle trips by employees, visitors, or customers divided by the total number of employees, visitors, and/or customers. (PRC § 21180 (b) and (c))
2. The project must not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation. (PRC § 21183)

The ARB, which assumes primary responsibility for vetting the methodologies associated with analysis under AB 900, has yet to issue specific guidance related to its implementation. As a result, AECOM anticipates meetings between ARB, the City, Fehr & Peers Associates (FPA), the Governor's Office of Planning and Research (OPR) and AECOM technical experts will be required in order to finalize the methodologies associated with the analysis of GHG emissions pursuant to AB 900 certification. Up to four meetings are anticipated to determine the methodologies that will be used in the analysis. It is anticipated those meetings would occur in Sacramento, resulting in less travel time for AECOM, FPA, ARB, OPR and City staff. Once the methodology has been agreed upon by all of the relevant parties, AECOM will continue to coordinate with ARB, FPA, and the City to ensure a high level of communication. Because the ARB has only processed one project through AB 900 previously, and that the ESC project is so complicated, close and frequent communication with ARB and City will be required.

Upon determination of methodologies that would be acceptable to ARB, AECOM will work with the City to determine preliminary costs associated with pursuit of and qualification for AB 900 certification for use by the City in future funding determinations. This would include additional analytical modeling and information regarding the purchase of carbon credits. AECOM anticipates that up to two additional meetings between the City, FPA, and AECOM may be necessary to determine a cost estimate.

It should be noted that although the responsibility for AB 900 implementation largely lies with the City and ARB, AECOM recommends, and has included as part of our budget, two coordination meetings with the Sacramento Metropolitan Air Quality Management District.

Task 2 Deliverables:

- Attend two preliminary coordination meetings with SMAQMD and City staff.
- Attend four meetings with ARB and City staff to discuss methodology and project analysis.

Schedule

It is expected that the tasks described above will be undertaken and completed during a 6-8 week period.

Cost Estimate

The cost estimate for completion of the Site Planning Assistance and AB 900 Coordination tasks is:

Tasks 1.1-1.6:	\$61,690
Task 1.7:	\$14,400
Task 2:	\$13,790
Project Mgt:	\$5,000
Expenses:	\$5,000
Total:	\$99,880

Assumptions

- Minimal architecture redesign on the arena may be required; however, the primary assignment is to ensure the various public elements of the project including circulation are fundamentally sound and sized appropriately.
- No 3D visualizations are required; AECOM may perform a simple Sketch-Up or REVIT analysis to determine view corridor impacts to the historic Depot and Central Shops buildings including the Railroad Technology Museum, if necessary.
- All components that are part of the area to be studied within the EIR scope of work are transmitted to AECOM in digital format.
- Design of a new Intermodal Facility is not part of the assignment; however, understanding the relationship of

that facility as known by the City currently to the arena
is to be examined.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

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 \$99,880.00
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 A, 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, said payments to be made 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 Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - 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 below.

D. Requests for payment shall be sent to:

Desmond Parrington, Project Manager
915 I Street, 5th Floor
Sacramento CA 95814
916.808.5044/dparrington@cityofsacramento.org

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 such 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 said 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 such 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 such 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.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

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 FOR PROFESSIONAL SERVICES

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, photostating, 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 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 indemnity 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.

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, 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 on an occurrence basis 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 occurrence. 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) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

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, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (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 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:V. 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 Risk Management Division 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) 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 and/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 who 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 Contract or 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 Contract or Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:**

**City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822**

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:**

- **Reinstatement, injunctive relief, compensatory damages and punitive damages**
- **Reasonable attorney's fees and costs**

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson (213)-346-5464 06510-AECOM-CAS-11/13 Sacram CA Yvonne 7/14 NOC		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B:	
		INSURER C: Illinois Union Insurance Co	27960
		INSURER D: N/A	N/A
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: LOS-001500914-01 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GLO 5965891 03	04/01/2011	04/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP 5965893 03	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 **CLAIMS MADE**	10/08/2011	04/01/2013	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: AECOM Project No: 60250781 Sacramento Entertainment and Sports Complex Phase 1

Client Reference No:

(SEE ADDITIONAL PAGE TEXT).

CERTIFICATE HOLDERCity of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

David Denihan

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AGENCY CUSTOMER ID: 06510

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM Technical Services, Inc. 2020 L Street, Suite 400 Sacramento, CA 95811	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND DESIGNATED VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED FOR GL & AL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. SEVERABILITY OF INTEREST/CROSS LIABILITY WORDING IS INCLUDED FOR GL & AL COVERAGES. IF THE INSURER FOR THE GENERAL LIABILITY, AUTOMOBILE LIABILITY OR PROFESSIONAL LIABILITY POLICY CANCELS ITS POLICY FOR ANY REASON OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS NOTICE OF CANCELLATION TO THOSE CERTIFICATE HOLDERS THAT REQUIRE IT BY WRITTEN CONTRACT. SUCH INSURANCE AFFORDED SHALL BE PRIMARY INSURANCE AND ANY INSURANCE CARRIED BY CERTIFICATE HOLDER & ADDITIONAL INSURED SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE FOR GENERAL LIABILITY AND AUTO LIABILITY COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

**CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES DIVISION
915 I STREET, ROOM 2000
SACRAMENTO, CA 95814**

ITS OFFICIALS, EMPLOYEES AND DESIGNATED VOLUNTEERS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or

omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2012

DATE (MM/DD/YYYY)
3/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:	FAX: (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED AECOM Technology Corporation 1075642 AECOM Technical Services, Inc. 2020 L St., Ste. 400 Sacramento CA 95811	INSURER A: Travelers Property Casualty Co of America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES AECTE01 **OE CERTIFICATE NUMBER:** 11709454 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	TRJUB-4245B231-11 (AZ, MA, OR, WI) TC2JUB-4245B22A-11 (All Other States)	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

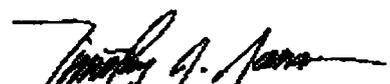
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Notice of Cancellation applies per attached endorsement. AECOM Project No: 60250781 Sacramento Entertainment and Sports Complex Phase 1 Client Reference No:

CERTIFICATE HOLDER**CANCELLATION** See Attachment

11709454
 City of Sacramento
 Department of Transportation / Engineering Service
 Division
 915 I Street, Room 2000,
 Sacramento, CA 95814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: TRJUB-4245B231-11
TC2JUB-4245B22A-11

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of days written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. **Name:** Any person or organization to whom you have agreed in a written contract that notice of cancellation or material limitations of this policy will be given but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or material limitation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

Address: The address for that person or organization included in such written request from you to us

2. **Number of Days Written Notice:** 30 Additional Days

City of Sacramento Department of Transportation / Engineering Service Division
915 I Street, Room 2000,
Sacramento, CA 95814

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 4/1/2011 Policy No. TRJUB-4245B231-11 Endorsement No.
TC2JUB-4245B22A-11

Insured AECOM Technology Corporation AECOM Technical Premium \$
Services, Inc.

Insurance Company Travelers Property Casualty Co of America



David Denihan
Senior Vice President

Marsh USA Inc.
777 S Figueroa Street
Los Angeles, CA 90017
+1 213 346 5620
David.a.denihan@marsh.com

March 23, 2012

Subject: AECOM Technology Corporation
Casualty Insurance Program Effective April 1, 2012

To Whom It May Concern

Marsh is the insurance broker for AECOM Technology Corporation (AECOM), and its subsidiary companies, handling its casualty insurance program including, but not limited to, General Liability, Auto Liability, and Umbrella Liability. AECOM's Casualty insurance program has just been renewed through Zurich (GL and AL) and AWAC (Umbrella) with limits, terms and conditions similar to the expiring insurance program, and which we believe will meet your contractual requirements. We are in the process of issuing the certificate of insurance as required, prior to the expiration of the current programs.

If you have any questions, please call me.

Sincerely,

David Denihan
Senior Casualty Advisor

Copy:
Douglas Smith / AECOM
William Fairbanks / Marsh

Withholding Exemption Certificate

2012

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

N/A

Payee's name

AECOM Technical Services, Inc.

Payee's	<input type="checkbox"/> SOS file no.	<input type="checkbox"/> SSN or ITIN	<input type="checkbox"/> CA corp. no.	<input checked="" type="checkbox"/> FEIN
9 5 - 2 6 6 1 9 2 2				

Address (number and street, PO Box, or PMB no.)

555 South Flower Street, 4th Floor

Apt. no./ Ste. no.

City

Los Angeles

State ZIP Code

CA 9 0 0 7 1-2 2 0 1

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Steven I. Heipel Daytime telephone no. 916.414.5800

Managing Director

Payee's signature [Signature] Date 3/26/12

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) AECOM Technical Services, Inc.	
	Business name/disregarded entity name, if different from above AECOM Technical Services, Inc.	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 555 South Flower Street, 4th Floor	
City, state, and ZIP code Los Angeles, CA 90071-2201		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
9 5 - 2 6 6 1 9 2 2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/26/12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



March 20, 2012

RE: U.S. Insurance Coverage for AECOM Technology Corporation
Effective April 1, 2012 – April 1, 2013

To Whom It May Concern:

Please be advised that Workers Compensation & Property insurance coverage's for AECOM Technology Corporation and its subsidiary companies is currently being negotiated for renewal and will be bound effective April, 1, 2012.

These policies will renew similar limits, terms and conditions as the policy currently in force, there will be no lapse in coverage. Certificates of Insurance will be issued as soon as the renewal is finalized.

Sincerely,

Jamie Knoop
Senior Vice President
Lockton Construction Services



LOCKTON INSURANCE BROKERS, LLC
License #0F15767

Newport Gateway Tower I / 19800 MacArthur Blvd. Ste 550 / Irvine, CA 92612-2434
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www.lockton.com