



Staff Report

March 12, 2024

TO: Honorable Mayor and Members of the Town Council
FROM: Christy Consolini, Planning Director
DATE: March 12, 2024
RE: QUICK QUACK CAR WASH – APPLICATION #20-05
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) INITIAL STUDY/MITIGATED
NEGATIVE DECLARATION – AWARD OF SERVICES CONTRACT AREA WEST
ENVIRONMENTAL, INC.

Recommendation

Adopt Resolution #24-XX awarding the California Environmental Quality Act (CEQA) review agreement to Area West Environmental, Inc (Area West) and authorizing the Town Manager to execute an agreement acceptable to the Town for the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) consistent with CEQA for the evaluation of the proposed Quick Quack Car Wash Project #20-05 not to exceed \$60,540.

Issue Statement and Discussion

Quick Quack Car Wash submitted a project application (#20-05) for a new car wash facility at the northwest corner of Brace Road and Sierra College Boulevard. The project proposes a 3,588 square foot commercial car wash facility and associated driveway ingress/egress from Brace Road and Sierra College Boulevard, dedication of right of way for intersection improvements (southbound Sierra College Boulevard and westbound Brace Road), utility relocation, drainage improvements (bioswale), parking, and vacuum stalls for customers.

In March 2023, the Town circulated a request for qualifications for professional on-call environmental services. Seven proposals were received, and five firms were selected for the on-call list of pre-approved environmental consultants, one of which is Area West. As one of the firms on the Town's pre-approved list of Environmental Consultants, Area West was asked to provide a scope and budget for the preparation of a CEQA IS/MND for the project. Area West, who prepared the IS/MND for the Sierra College Boulevard widening project at this location, provided a reasonable scope and budget which was then provided to the project applicant who will be reimbursing the Town for the preparation of the IS/MND. The applicant supported the proposed scope and budget and asked that the Town proceed in contracting with Area West.

CEQA Requirements

As required by CEQA, Area West will prepare an IS/MND to evaluate the Quick Quack Car Wash Project Application #20-05 including technical studies. Area West will address all impact areas

identified in CEQA Guidelines Appendix G as part of the CEQA process and will utilize data previously compiled for the Sierra College Boulevard Roadway Widening Project. New technical studies will include an aquatic resources delineation report and a cultural resources report for the extent of the site, expanding upon the reports previously completed for the roadway widening project. The project area is located at the northwest corner of Sierra College Boulevard and Brace Road (APN 044-122-008)

Financial and/or Policy Implications

The project applicant will provide a deposit covering the total contract cost for Area West as well as the costs associated with filing the CEQA document with the County and the State Office of Planning and Research. Fees incurred for the IS/MND will continue to be drawn from those funds until the IS/MND is complete.

Attachments

Exhibit A – Area West Environmental, Inc. – Proposal to Prepare an Initial Study/Mitigated Negative Declaration

TOWN OF LOOMIS

RESOLUTION NO. 24-XX

RESOLUTION AWARDING AN ENVIRONMENTAL SERVICES AGREEMENT TO AREA WEST ENVIRONMENTAL, INC., AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT ACCEPTABLE TO THE TOWN FOR THE PREPARATION OF AN INITIAL STUDY/MITIGATED NEGATIVE SECLARATION FOR THE EVALUATION OF THE QUICK QUACK CAR WASH PROJECT (APPLICATION #20-05) NOT TO EXCEED \$60,540.

WHEREAS, Quick Quack Car Wash submitted an application for a 3,588 square foot commercial car wash facility and associated driveway ingress/egress from Brace Road and Sierra College Boulevard, dedication of right of way for intersection improvements (southbound Sierra College Boulevard and westbound Brace Road), utility relocation, drainage improvements (bioswale), parking, and vacuum stalls for customers; and

WHEREAS, upon review of the application, it was determined an Initial Study/Mitigated Negative Declaration (IS/MND) is required as per the California Environmental Quality Act (CEQA); and

WHEREAS, in March 2023, the Town circulated a request for qualifications for professional on-call environmental services, for which seven proposals were received, and five firms were selected for the on-call list of pre-approved environmental consultants, one of which was Area West; and

WHEREAS, in January 2024, the Town requested a scope and budget from Area West Environmental, Inc., who prepared the IS/MND for the Sierra College Boulevard widening project at this location; and

WHEREAS, Area West Environmental, Inc. on February 19, 2024 provided a reasonable scope and budget which was then provided to the project applicant who will be reimbursing the Town for the preparation of the IS/MND, and after careful review of the scope and budget by staff and the applicant, staff recommends that Area West Environmental, Inc. prepare the IS/MND at a cost not to exceed \$60,540; and

WHEREAS, the project applicant will submit a deposit of \$63,448 with the Town to fund the cost of the preparation of the IS/MND and the Fish and Wildlife IS/MND filing fee, from which the Town will fund Area West for the work to be completed.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Loomis accepts the proposal of Area West Environmental, Inc., and hereby authorizes the Town Manager to execute an agreement acceptable to the Town for the preparation of an IS/MND for the evaluation of the Quick Quack Car Wash Project (Application #20-05) not-to-exceed \$60,540.

PASSED AND ADOPTED by the Council of the Town of Loomis this 12th day of March 2024 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Stephanie Youngblood, Mayor

ATTEST:

Carol Parker, Deputy Town Clerk

Exhibit A

Area West Environmental, Inc. Scope and Budget to Prepare an Initial Study/Mitigated Negative Declaration

CONTRACT FOR SERVICES

THIS CONTRACT is made on March 12, 2024, by and between the TOWN OF LOOMIS (“Town”), and Area West Environmental, Inc, (“Consultant”).

WITNESSETH:

WHEREAS, the Town [has need of a firm for Environmental Consulting Services; and

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated February 19, 2024, (attached hereto as **Exhibit “A”**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit “A”**. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit “A.”**

B. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one year in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid **monthly** for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed sixty thousand, five hundred forty (\$60,540), without Town's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "A"**.

B. Said amount shall be paid upon submittal of periodic billings showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **14** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$2,000,000.00** per occurrence and **\$4,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$2,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$2,000,000** per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Wes Heathcock, Town Manager
Town of Loomis
P.O. Box 1330
3665 Taylor Road
Loomis, Ca 95650

Consultant: Area West Environmental, Inc.
6248 Main Avenue, Suite C
Orangevale, CA 95662

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. This Contract may be signed in counterparts, and may be signed electronically. By signing this document in electronic form, the parties agree that this Contract may be transmitted and signed electronically by all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California law and regulations, including but not limited to Civil Code section 1633.7.

TOWN OF LOOMIS

By: _____
Title: Town Manager

ATTEST:

By: _____
Carol Parker, Deputy Town Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, Town Attorney

CONSULTANT

By: _____
Title:

EXHIBIT A

Consultant Proposal/Scope of Work



February 19, 2024

Christy Consolini
Planning Director
City of Loomis
Via email: cconsolini@loomis.ca.gov

SUBJECT: CEQA support for the Quick Quack Carwash Project at Brace Road and Sierra College Boulevard

Dear Ms. Consolini,

Area West Environmental, Inc. (AWE) is pleased to submit this scope of work and cost proposal to assist the Town of Loomis (Town) with completing California Environmental Quality Act (CEQA) compliance documentation for the proposed Quick Quack Carwash at the northwest corner of Brace Road and Sierra College Boulevard.

Project Understanding

AWE understands that the Town has received an application to construct and operate a Quick Quack Carwash at the northwest corner of Brace Road and Sierra College Boulevard on APN 044-122-008. The Quick Quack Carwash would construct a 3,588 square foot (sf) commercial car wash facility. Project components also include new driveway ingress/egress off Brace Road and Sierra College Boulevard, dedication of right of way for intersection improvements (southbound Sierra College Boulevard and westbound Brace Road), utility relocation, drainage improvements (bioswale), parking, and vacuum stalls for customers.

AWE completed environmental analysis and services for the recent Sierra College Boulevard widening (Brace Road to Taylor Road) and the original Homewood Lumber development (now Kniesel's Collision) and is intimately familiar with the environmental constraints at the project site.

Scope of Services

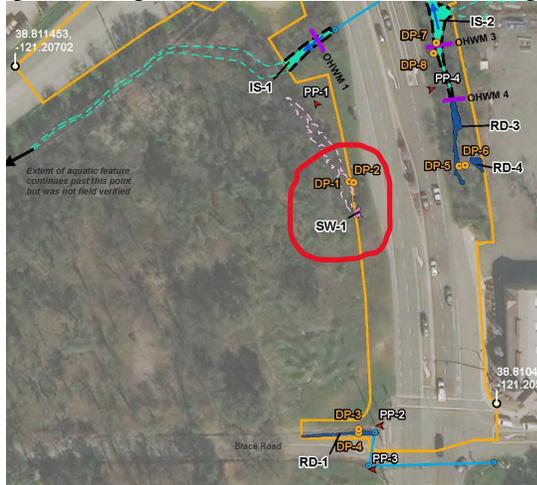
Task 1. Technical Studies (Optional)

After review of the technical studies prepared by the applicant, AWE has determined that two additional studies are warranted to support the CEQA analysis: an Aquatic Resources Delineation Report and a Cultural Resources Report. The City of Loomis may choose to request these reports from applicant or AWE can complete them under this optional task.

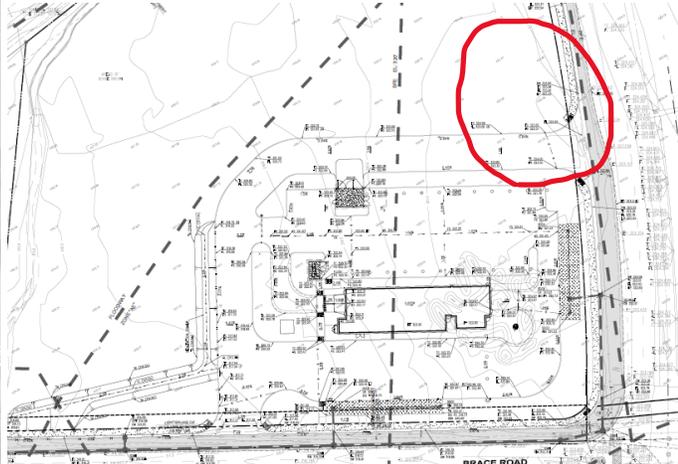
Task 1.1 Aquatic Resources Delineation Report

In their application and environmental review submitted to the Town, the applicant describes biological resources on the site as “weeds, brush, mature trees” and notes that the wetlands in the

north and western portions of the site will not be altered. Wetland delineation work completed by AWE for the Sierra College Widening Project identified aquatic features, a seasonal wetland, at the north edge of the proposed development. The west side of the parcel was not included in the delineation work completed by AWE and may contain other aquatic features. AWE recommends an updated Aquatic Resources Delineation Report be prepared.



Mapped Wetlands (AWE 2022)



Applicant Grading Plan

Under this optional task, AWE would complete an Aquatic Resources Delineation Report for the subject parcel. An AWE wetland ecologist will conduct a wetland delineation survey to map the extent of waters of the U.S. and State, in accordance with state and federal guidelines (i.e. using the Corps regional supplement) to determine appropriate regulatory jurisdiction for the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Boards (RWQCB), and Department of Fish and Game (DFG). The boundaries of wetlands will be mapped on an aerial photograph and location data will be collected with a GIS-grade GPS unit. The resulting data will be overlain on an aerial photograph in ArcView GIS. Results of the wetland delineation will be included within the IS/MND.

Task 1.2 Cultural Resources Report

During the Sierra College Boulevard Widening Project, AWE completed a Cultural Resources Report and conducted tribal consultation with the United Auburn Indian Community (UAIC). Under this optional task, AWE qualified archaeologist would prepare a cultural resources report in compliance with CEQA and Section 106 of the National Historic Preservation Act. For the cultural resources inventory report, AWE will define the area of potential effect (APE), complete a records search and literature review, coordinate with Native American representatives, complete a pedestrian survey of the project area, and prepare a technical report on the study's methods and findings. This scope includes one on-site meeting with tribal representatives. AWE will use information prepared for the Sierra College Widening Project to streamline preparation of the Cultural Resources Report.

Task 1 Deliverables¹:

- Aquatic Resources Delineation Report
- Cultural Resources Report

¹ All reports will be delivered as electronic copy in MS Word and Adobe PDF formats, unless otherwise noted.

Task 1 Assumptions:

- Access to the site would be granted at the time of the surveys; no return visits due to access limitations will be required.
- The cultural resources record search fee will not exceed \$850.
- No more than one meeting with Native American representatives would be needed. If further consultation efforts are required, AWE can provide those services under additional scope and cost.
- No significant cultural resources will be identified that require recordation, and no subsurface testing will be required. AWE can provide additional cultural resources investigation and recordation services under additional scope and cost if potential resources are discovered during the survey and require evaluation.

Task 2. Prepare Administrative Draft Initial Study/Mitigated Negative Declaration

AWE will prepare an Administrative Draft Initial Study/ Mitigated Negative Declaration (IS/MND) for the proposed Quick Quack Carwash development (proposed Project). The Administrative Draft IS/MND will include a project description, description of existing conditions, thresholds for significance, analysis of project impacts and description of mitigation measures, as appropriate. The Project description will include a description of the project, its location, the no-project alternative, any responsible agencies who may rely upon the IS/MND, and a list of permits and other approvals required to implement the project. The IS/MND will address all issues on the current CEQA Appendix G checklist. The IS/MND will identify the affected environment and the baseline environmental conditions. AWE will incorporate available information from the technical studies already completed for the subject parcel (Traffic Analysis, Air Quality Study, Noise Impact Study, Initial Site Assessment, Arborist Report, Geotechnical Report, and Stormwater Plan). The Town's General Plan polices and zoning ordinances will be incorporated.

The consequences of the proposed project will be analyzed for both the construction and operational phases. Cumulative impacts, i.e. the effects of the project in combination with other current and foreseeable projects (e.g., Costco, Sierra College Widening) will be assessed. The scope assumes that the Town will provide a list of projects approved or planned in nearby communities that could contribute to cumulative impacts of the Project. Feasible mitigation measures will be identified, and the significance of the impact after incorporating mitigation measures will be discussed. It is assumed that no potentially significant adverse impacts that cannot be feasibly mitigated to a less than significant level will occur. The IS/MND will include a Mitigation Monitoring and Reporting Plan (MMRP) based on the environmental evaluation. The IS/MND will also include a description of the public outreach and contacts or coordination with responsible and trustee agencies and Native American tribes conducted by the Town and applicant before and during preparation of the IS/MND.

AWE will submit the Administrative Draft IS/MND to Town staff for review and revise the document based on Town staff input.

Task 2 Deliverables:

- Administrative Draft IS/MND, with MMRP

Task 2 Assumptions:

- AWE will attend a kick-off meeting with Town staff to review the project description and confirm the IS/MND scope.
- Town/Applicant will provide information on the proposed project description and construction schedule.
- Town/Applicant will provide technical reports for the project.
- Town staff will provide a single, consolidated set of comments on the Administrative Draft IS/MND.
- Phase II soil testing is not needed for IS/MND preparation. If additional soil testing is requested from Placer County Environmental Health before the Town's CEQA action, the Applicant will complete those studies and provide results to the Town and AWE for incorporation into the IS/MND.

Task 3. Prepare Public Draft Initial Study/Mitigated Negative Declaration for Filing and Circulation

After receiving comments from the Town on the Administrative Draft IS/MND, AWE will incorporate changes and revise the document as a Draft IS/MND for public review. AWE will submit a Screen Check Draft IS/MND for Town approval before producing the IS/MND for public distribution.

After incorporating any final revisions from Town staff, AWE will produce the Public Draft IS/MND for filing and circulation. For the Public Draft IS/MND, AWE will provide the Town with 3 bound hard copies of the IS/MND, and electronic copy of the IS/MND (pdf) for publication to the Town's website.

AWE staff will prepare public notices, the Notice of Intent (NOI), Notice of Completion (NOC) and newspaper notices/mailings. AWE will also prepare the Notice of Completion (NOC) form and the "Summary Form" for submittal to the State Clearinghouse (SCH) and will submit the document to the SCH and the NOI to the Placer County Clerk. Town staff will coordinate publication of notices in a local newspaper or via direct mail.

As required by CEQA, the IS/MND will be circulated among public agencies and the general public, as well as specific individuals, organizations, and agencies expressing an interest in receiving the document, for 30 days.

Task 3 Deliverables

- Screen Check Draft IS/MND
- Public Draft IS/MND

Task 2 Assumptions

- Town staff will provide a single, consolidated set of comments on the Screen Check Draft IS/MND.
- Town staff will coordinate publication of notices in a local newspaper or via direct mail. AWE can provide these services under additional scope and cost, if needed.
- AWE will submit the NOC, Summary Form, and PDF of the IS/MND to the State Clearinghouse.
- AWE will submit the NOI to the County Clerk for posting.
- No public meeting during the review period is required.

Task 4 Prepare Response to Comments and Final MMRP and Attend Planning Commission Meeting

Following the close of the 30-day public comment period, AWE will prepare written responses to comments submitted on the draft IS/MND. This scope of work assumes no more than 10 comments received and provides for up to 24 hours of AWE staff time to respond to comments on the draft IS/MND. AWE assumes that comments on the IS/MND do not necessitate new analyses and/or changes to the project description. AWE will also prepare a final MMRP for the Town’s use.

AWE will submit draft responses to comments and Final MMRP to Town staff for review. AWE will incorporate all required changes to the responses to comments and MMRP for inclusion into the staff report to the Planning Commission. AWE’s Project Manager will attend a Planning Commission meeting to answer questions and support adoption of the IS/MND.

Town staff will prepare a Notice of Determination (NOD). This scope of work assumes the Town will be responsible for paying all filing fees (e.g., California Department of Fish and Wildlife fee) to file the NOD.

Task 4 Deliverables

- Draft Responses to Comments on the IS/MND and Administrative Final MMRP
- Responses to Comments Memorandum and Final MMRP for inclusion in the staff report

Task 4 Assumptions

- Town staff will provide a single, consolidated set of comments on the Responses to Comments and Final MMRP.
- Town staff will prepare the NOD.
- Town will provide the CEQA filing fee for California Department of Fish and Wildlife and file the NOD with the County Clerk and SCH.
- AWE Project Manager will attend one Planning Commission meeting, and if needed, one Town Council meeting.

Schedule

A schedule for completion of the work is provided in the table below.

Proposed Schedule

Task Name	Start Date	End Date
NTP and Kick-off Meeting	03/01/2024	03/01/2024
Technical Studies	03/02/2024	4/15/2018
Admin Draft IS/MND	04/15/2024	05/17/2024
Town Review	05/20/2024	05/30/2024
Screen Check IS/MND for Public Review	05/31/2024	06/07/2024
Town approves Screen Check	06/10/2024	06/14/2024
Publish IS/MND for circulation	06/24/2024	06/19/2024
NOI published, IS/MND filed with SCH	06/19/2024	06/19/2024
30-day public review	06/19/2024	07/19/2024
Responses, Final MMRP	07/22/2024	07/31/2024
Town Review	08/01/2024	08/07/2024
Revisions to Responses, MMRP	08/08/2024	08/12/2024
Staff Report complete (2wks before Planning Commission Meeting)	08/13/2024	08/13/2024
Planning Commission Meeting: Town Approves Project and Adopts CEQA	08/27/2024	08/27/2024

Cost Estimate

Please see the attached cost estimate.

Should you have any questions, please do not hesitate to contact Aimee Dour-Smith at adour-smith@areawest.net or (916) 284-2704.

Sincerely,



Becky Rozumowicz-Kodsuntie
President

AWE #P23-029-001

Town of Loomis Quick Quack Carwash Project

	Name:	Rozumowicz-Kodsuntie, Rebecca J.	Dour-Smith, Aimee A.	Sankbeil, Colena M.	Morford, Samantha J.	Mendoza, Ryan J.	Bailey, Mary L.	Pertl, Bianca V.	Church, Amanda	Total Hours	Total Dollars
	Firm:	AWE	AWE	AWE	AWE	AWE	AWE	AWE	AWE		
	Title:	Principal	CEQA/NEPA Specialist	Environmental Planner	Senior Biologist	Biologist	Prinipal Archaeologist	Technician	Project Accountant		
	Rate	\$ 210.00	\$ 195.00	\$ 115.00	\$ 130.00	\$ 90.00	\$ 135.00	\$ 90.00	\$ 90.00		
Technical Studies											\$ -
1.1 Aquatic Resources Delineation Report	6	10	12	22	14		8	2	74	\$ 9,610.00	
1.2 Cultural Resources Report	4	16	24			24	4	2	74	\$ 10,500.00	
CEQA											\$ -
2. Admin Draft IS/MND	8	44	72	8	10	6	10	4	162	\$ 22,550.00	
3. Public Draft IS/MND	2	20	24					2	48	\$ 7,260.00	
4. Response to Comments and MMRP	2	24	10					2	38	\$ 6,430.00	
											\$ -
											\$ -
Total Labor Hours	22	114	142	30	24	30	22	12	396		
Labor Costs:											
Labor Dollars	\$ 4,620	\$ 22,230	\$ 16,330	\$ 3,900	\$ 2,160	\$ 4,050	\$ 1,980	\$ 1,080		\$ 56,350.00	
Anticipated Salary Increase 5% per year beg. Jan.1st										\$ 2,817.50	
Total Labor Costs	\$ 4,620	\$ 22,230	\$ 16,330	\$ 3,900	\$ 2,160	\$ 4,050	\$ 1,980	\$ 1,080		\$ 59,167.50	
Direct Costs:	Number	Units	Rate								
Travel: mileage costs (at federal travel rate)	392	miles	0.67							\$ 262.64	
Cultural Resource Record Search		at cost								\$ 850.00	
Outside Printing/Reproduction; Postage/Delivery Service		at cost + 10%								\$ 250.00	
Total Direct Costs										\$ 1,362.64	
Total Estimated Fee										\$ 60,530.14	

Confidential Business Information