



## Staff Report

### May 12, 2020

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**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Sean Rabé, Town Manager  
**DATE:** May 12, 2020  
**RE:** Contract Amendment with AECOM for the Costco Retail Warehouse

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#### **Recommendation**

Staff recommends the Town Council adopt the attached resolution and authorize the Town Manager to enter into a third contract amendment with AECOM for Environmental Impact Report work associated with the Costco Retail Warehouse project. This contract amendment will bring AECOM's total allowable compensation under the contract to \$413,594.

#### **Issue Statement and Discussion**

The Town of Loomis entered into a professional services agreement with AECOM in July 2017, for the preparation of the Environmental Impact Report (EIR) for the Costco Retail Warehouse project in the amount not to exceed \$199,935. The Town Council approved a first contract amendment for AECOM in September 2018, which brought the contract amount up to \$276,935. A second contract amendment was approved by Council in November 2019 which brought the contract amount to \$351,513.

Since November 2019, additional work has been required to process the project. The Final Environmental Impact Report for the project is currently being revised and will be released when it is completed. The preparation of the Final EIR requires additional services from AECOM to finalize the document.

This third contract amendment will bring the total amount of the contract to \$413,594. Staff recommends the Town Council approve the amendment.

Staff is prepared to answer any questions you may have.

#### **CEQA Requirements**

There are no CEQA implications associated with the recommended action.

#### **Financial and/or Policy Implications**

The additional scope costs of \$62,081 will be fully borne by the project applicant.

#### **Attachments**

- A. Resolution
- B. Contract Amendment #3
- C. AECOM EIR Change to the Services #3

# TOWN OF LOOMIS

RESOLUTION NO. 20 - \_\_\_

## A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS AMENDING THE JULY 11, 2017 CONTRACT FOR SERVICES BETWEEN THE TOWN OF LOOMIS AND AECOM

**WHEREAS**, the Town and AECOM entered into the July 11, 2018 Contract for Services ("Contract"), to retain AECOM to prepare an environmental impact report (EIR) for the Costco Retail Warehouse project; and

**WHEREAS**, on September 11, 2018, the Town Council approved a first contract amendment for AECOM for additional services required to complete the environmental process, bringing the total allowable compensation under the contract to \$276,935; and

**WHEREAS**, on November 12, 2019, the Town Council approved a second contract amendment for AECOM for additional services required to complete the environmental process, bringing the total allowable compensation under the contract to \$351,513; and

**WHEREAS**, the Town and AECOM have identified additional services required to complete the environmental process; and

**WHEREAS**, the Town and AECOM now desire to approve a Third Contract Amendment to the Contract to increase the total allowable compensation under the Contract to \$413,594.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Contract as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$351,513 with \$413,594.
  
- II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 12th day of May, 2020, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAINED:**  
**ABSENT:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

AMENDMENT NO. 3  
TO THE CONTRACT FOR SERVICES  
BETWEEN THE TOWN OF LOOMIS AND AECOM  
DATED JULY 11, 2017

This Amendment No. 3 to the Contract for Services between the **Town of Loomis** ("Town") and AECOM ("AECOM") which was entered into on July 11, 2017, is made and entered into this 12<sup>th</sup> Day of May 2020 (the "Effective Date").

RECITALS

**WHEREAS**, the Town and AECOM entered into the July 11, 2017 Contract for Services ("Contract"), to retain AECOM to prepare an environmental impact report (EIR) for Costco Retail Warehouse project; and

**WHEREAS**, on September 11, 2018, the Town Council approved a first contract amendment for AECOM for additional services required to complete the environmental process, bringing the total allowable compensation under the contract to \$276,935; and

**WHEREAS**, on November 12, 2019, the Town Council approved a second contract amendment for AECOM for additional services required to complete the environmental process, bringing the total allowable compensation under the contract to \$351,513; and

**WHEREAS**, the Town and AECOM have identified additional services required to complete the environmental process; and

**WHEREAS**, the Town and AECOM now desire to approve a Third Contract Amendment to the Contract to increase the total allowable compensation under the Contract to \$413,594.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Contract as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$351,513 with \$413,594.
- II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment as of the Effective Date.

**Town of Loomis**

**AECOM**

By: \_\_\_\_\_  
Sean Rabe, Town Manager

By: \_\_\_\_\_

Attest:

Approved as to form:

By: \_\_\_\_\_  
Charleen Strock, Town Clerk

By: \_\_\_\_\_  
Jeffrey Mitchell, Town Attorney



AECOM Project Name: Loomis Costco EIR  
 AECOM Project No.: 60550073  
 Change Order No.: 03  
 Town of Loomis  
 April 22, 2020

## EXHIBIT C CHANGE ORDER FORM

In accordance with the Contract for Services dated July 11, 2017 between Town of Loomis ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of April 22, 2020 modifies that Agreement as follows:

### 1. Changes to the Services:

AECOM will attend additional weekly meetings, public meetings and hearings, conduct internal meetings, including those with our noise, air quality, and greenhouse gas emissions specialists, and prepare updated analysis in response to comments received on the Draft EIR. We assume participation by the AECOM Project Director at one-hour weekly team meetings held over the course of an assumed additional four-month period, with half of the meetings being in-person and requiring travel.

AECOM will update the operational noise analysis to reflect proposed changes to the site plan and limitations on the route for deliveries to the project site during noise-sensitive hours, will make revisions to this operational noise analysis, and will summarize the results of this new analysis in the Final EIR.

AECOM will update the air quality and greenhouse gas emissions analysis to address response to comments and new information provided by Kittelson. AECOM will prepare a third revision to the Health Risk Assessment that address changes to the site plan and limitations on the route for deliveries to the project site during noise-sensitive hours that affect input assumptions, and will revise the HRA report based on one round of review and comments by the project team. We will be able to initiate our work once we receive an updated site plan from the applicant team with the truck routes shown for daytime and nighttime deliveries.

AECOM will review the Recirculated Draft EIR and identify revisions that would be appropriate in consideration of an additional new site prepared by the applicant team to address certain comments. AECOM will provide additional discussion that is needed as a part of the CEQA Guidelines Section 15088.5 discussion as a part of the Findings, with revisions to the site plan, new conditions of approval, and revisions to mitigation measures.

AECOM will research the cost of potential additional conditions of approval and provide reporting to the project team regarding complex considerations affecting the feasibility of certain proposed mitigation measures that are a part of the comments on the Recirculated Draft EIR.

AECOM will review and revise the visual impact analysis and develop one or more conditions of approval in coordination with the Town.

AECOM will participate in meetings, prepare analysis, and assist with the development of methodology for estimating the vehicular travel demand associated with the proposed project, including coordination with the Placer County Air Pollution Control District. We will incorporate revisions to the transportation section of the Final EIR based on the responses to comments and in collaboration with Kittelson.

Based on the number of copies requested for the Recirculated Draft EIR, we assume an additional 10 hard copies of the Final EIR will be required.



2. **Change to Deliverables:**

None.

3. **Change in Project Schedule** (attach schedule if appropriate):

The contract termination date is extended to December 31<sup>st</sup>, 2020, although at this time, we anticipate that work will be completed in approximately July of 2020.

4. **Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

**[X]** Time and Materials with a Not-to-Exceed amount of **(\$62,081)**. Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Change Order is **\$413,594**.

5. **Project Impact:**

Additional services, extended schedule, and additional direct costs.

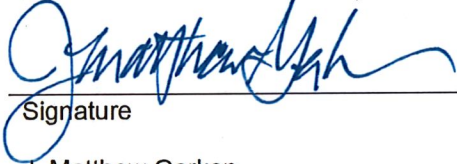
6. **Other Changes** (including terms and conditions):

NONE

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**



Signature

J. Matthew Gerken

Printed Name

Project Director

Printed Title

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

**CLIENT:**  
**Town of Loomis**

Signature

Printed Name

Printed Title

Address  
 3665 Taylor Road  
 Loomis, CA. 95650

[End of Agreement]