



Staff Report

November 12, 2019

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
DATE: November 12, 2019
RE: Contract Amendment with AECOM for the Costco Retail Warehouse

Recommendation

Staff recommends the Town Council approve resolution and authorize the Town Manager to enter into a second 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 \$351,513.

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.

Since September 2018, additional work has been required to process the project. The Draft Environmental Impact Report for the project is currently being revised and will be recirculated later this month. During the review period the Town and Costco identified changes to the proposed project. These changes continue to require additional services from AECOM to finalize the Draft Environmental Impact Report and begin preparation of the Final EIR when that time comes.

This second contract amendment will bring the total amount of the contract to \$351,513. 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 \$74,578 will be fully borne by the project applicant.

Attachments

- A. Resolution
- B. Contract Amendment #2
- C. AECOM EIR Change to the Services #2

TOWN OF LOOMIS

RESOLUTION NO. 19 - __

**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, 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 Second Contract Amendment to the Contract to increase the total allowable compensation under the Contract to \$351,513.

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 \$276,935 with \$351,513.
- 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 November, 2019 by the following vote:

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

Mayor

ATTEST:

Town Clerk

**AMENDMENT NO. 2
TO THE CONTRACT FOR SERVICES
BETWEEN THE TOWN OF LOOMIS AND AECOM
DATED JULY 11, 2017**

This Amendment No. 2 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 12th Day of November 2019 (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, 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 Second Contract Amendment to the Contract to increase the total allowable compensation under the Contract to \$351,513.

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 \$276,935 with \$351,513.
- 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

ATTACHMENT 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 October 16, 2019 modifies that Agreement as follows:

1. Changes to the Services:

AECOM will prepare a recirculated Draft EIR that considers three driveway configurations to access the Costco site. This change order covers the additional work needed to expand our analysis for 3 site plans and revise the document to address public and agency comments received during the public review of the DEIR. Specific activities outside of the contracted scope include:

Project Description – The description will be revised to include discussion of three site plans; Site Access Option 1A, 1B, and 1C:

- Site Access Option 1A provides three public site access points including a new signalized intersection on Sierra College Boulevard, as well as both a right-in/right-out only driveway and a full access driveway located on Brace Road.
- Site Access Option 1B provides three public site access points including a new signalized intersection on Sierra College Boulevard, an access connection to Granite Drive, and a right-in/right-out only driveway located on Brace Road.
- Site Access Option 1C provides four public site access points including a new signalized intersection on Sierra College Boulevard, an access connection to Granite Drive, as well as both a right-in/right-out only driveway and a full access driveway located on Brace Road.

Executive Summary – The summary will be updated to reflect the findings of a revised analysis, and provide the reader with project background and purpose of a Recirculated Draft EIR.

Air Quality – AECOM has revised the analysis and included additional information to address comments submitted on the original DEIR. To evaluate emissions from each site plan option and feed information into the HRA model, AECOM will re-run CalEEMod to quantify emissions of criteria air pollutants generated by project operation. Modeling will also reflect a refined list of construction equipment provided by the applicant and new vmt figures from the latest traffic report.

Health Risk Assessment - Using updated inputs from CalEEMod, AECOM will prepare a second revision to the Health Risk Assessment that address all three site plan options and alters input assumptions to address comments from the air district. The HRA will be prepared using methodology provided by OEHHA (2015).

Biology – AECOM biologist to conduct field reconnaissance covering the conceptual alignment of Granite Drive and map vegetation by type. AECOM will expand the existing setting discussion to include the Granite Drive Alignment. Impact calculations will be revised to include the optional Granite Drive access road alignment. AECOM will also revise Mitigation Measure Bio-2 to reflect changes in mitigation strategy for replacement of oaks. Included will be an expanded discussion of in-lieu fees, and potential locations for planting mitigation oaks. It is assumed for this work scope AECOM will receive the offsite location for planting from the Town or Applicant.

Noise – The noise section will be revised to reflect the new site plans and the latest project trip generation estimate and forecasts of daily roadway volumes in the existing, future without

project, and future with project conditions. We assume that the applicant's consultant (Kittleson) will provide an updated Traffic Study, including estimates of average daily trips along each roadway segment included for study in the EIR and estimates of vehicle fleet mix for segments anticipated to have substantial truck trips. The noise analysis will incorporate updated modeling results that estimate noise exposure along studied roadway segments using latest traffic data.

Traffic – The traffic section will be updated to reflect the expanded study area and the operating condition of additional intersections and road segments, as well as identify the operating conditions and impact determinations for each site plan option. It is assumed the applicant's consultant (Kittleson) will provide a revised study for use in the EIR.

Cumulative Analysis – Expand the analysis to consider additional projects that were identified during the preparation of a revised traffic study.

Meetings Assumes participation by AECOM representative at ½ hour weekly team meetings held over the course of four-month period.

Alternatives – Add one additional alternative that examines a reduced warehouse and fuel station size. Also expand the evaluation and dismissal of offsite locations suggested by comments on the original DEIR.

Screencheck Recirculated Draft EIR. AECOM will evaluate comments on the Administrative Draft EIR and prepare one Screencheck Recirculated Draft EIR. We assume no new analysis will be required for the Screencheck Draft.

Response to Comments – AECOM will prepare a response to each comment raising an environmental issue on the EIR. The allocation of funds in this task was used to revise the analysis of the EIR in response to public comments.

2. Change to Deliverables:

Prepare a Recirculated Draft EIR evaluating 3 site plan options which has been modified to address those comments on environmental issues raised during the original 45 day public review period on the DEIR.

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

Administrative Draft of Recirculated EIR is four (4) weeks after receipt of written authorization to proceed. This schedule assumes the following client-provided information is received:

- Final Traffic Study,
- Final Site Plan, Landscape Plan, and Grading Plan
- List of Required Discretionary Actions

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 **(\$74,578)**. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Change Order is **\$351,513**.

5. **Project Impact:**

Additional services, extended schedule, and additional direct costs.

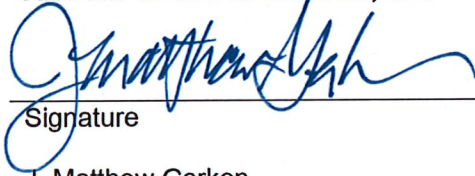
6. **Other Changes** (including terms and conditions):

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]

