



Staff Report September 11, 2018

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
DATE: September 11, 2018
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 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 \$276,935.

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 Draft Environmental Impact Report has been prepared and circulated. During the review period the Town and Costco identified changes to the proposed project. These changes require additional services from AECOM to revise the Environmental Impact Report.

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 \$77,720 will be fully borne by the project applicant.

Attachments

- A. Resolution
- B. Contract Amendment
- C. AECOM EIR Change to the Services
- D. Original Contract

TOWN OF LOOMIS

RESOLUTION NO. 18-__

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

WHEREAS, the Town and AECOM now desire to approve a Contract Amendment to the Contract to increase the total allowable compensation under the Contract to \$276,935.

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 \$199,215 with \$276,935.

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 11th day of September, 2018 by the following vote:

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

Mayor

ATTEST:

Town Clerk

AMENDMENT NO. 1
TO THE CONTRACT FOR SERVICES
BETWEEN THE TOWN OF LOOMIS AND AECOM
DATED JULY 11, 2017

This Amendment No. 1 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 First day of October 2018 (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, the Town and AECOM now desire to approve a Contract Amendment to the Contract to increase the total allowable compensation under the Contract from \$199,215. to \$276,935.

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 \$199,215 with \$276,935.
- 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: _____

Approved as to form:

By: _____
Jeffrey Mitchell, Town Attorney

Attest:

By: _____
Charleen Strock, Town Clerk

Attachment C**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 August 20, 2018 modifies that Agreement as follows:

1. Changes to the Services:

AECOM will prepare a revised Draft EIR to reflect changes in the project design. Additional work outside of the contracted scope includes:

Meetings – AECOM project manager to participate in weekly team meeting held at Town of Loomis. AECOM will also participate in meetings held between the Town of Loomis and PCAPCD, City of Rocklin, and Caltrans to explore specific concerns raised by their comments and develop work plan to address these issues.

Project Description – The description will be revised to include two additional points of vehicle access to the site; one from a new driveway off the proposed extension of Granite Drive and the use of Brace Road driveway for customer vehicles as well as truck deliveries. The description will also update the discussion of required approvals to reflect newly proposed changes to the zoning code and to reflect the introduction of noise walls as part of project design.

Executive Summary – The summary will be updated to reflect the findings of revised analysis and provide the reader with an understanding of the purpose of a Recirculated Draft EIR and how to comment.

Air Quality – The air quality section will be expanded to include preparation of a Health Risk Assessment meeting the methodology and content requirements outlined by the Placer County Air Pollution Control District (PCAPCD). For budgeting purposes it is assumed the methodology will follow the guidance provided by OEHHA (2015). This approach would be confirmed at the meeting with PCAPCD staff scheduled for August 30. In addition, the CalEEMod air quality model will be updated to quantify the amount of criteria air pollutants generated by project operation based on revised trip generation estimates.

Aesthetics – The aesthetics section will be modified to describe the revised site plan and provide greater detail on the improvements along the Sierra College Boulevard street frontage and more information on site perimeter treatment with emphasis on residential buffer, including a wall.

Biology – We will revise mitigation measure Bio-2 in order to address the inability to plant all mitigation oaks on the subject property. Included will be an expanded discussion of in-lieu fees, and potential locations for planting mitigation oaks.

Noise – The noise section will be revised to reflect the latest project trip generation estimate and forecasts of daily roadway volumes in the existing, future without and future with project conditions. We assume that Kittleson can provide 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. The evaluation of stationary sources will also be revised to reflect changes to the site plan that include introduction of a solid wall along the eastern and northern site boundary.

Traffic – The traffic section will be updated to reflect the revised traffic analysis to be provided by the applicant. Changes assumed for this section include evaluation of additional access driveways, revised assumptions on trip generation rates, clarification to assumptions on timing for completion of future roadway improvements, revisions to the VMT evaluation, revisions to the cumulative analysis, and expanded description regarding feasibility of proposed mitigation consistent with the outcome of the City of Marina v. Board of Trustees of California State University.

Alternatives – AECOM will add one additional alternative that considers a reduced size warehouse store and fewer pumps at the fueling station with conceptual-level comparative analysis of the effects of this alternative compared to the proposed project.

Printing - AECOM will provide 20 hard copies of the recirculated DEIR along with CDs containing appendix materials for distribution by the Town.

Final EIR – Respond to comment letters created during review on Recirculated DEIR.

2. **Change to Deliverables:**

Prepare a Recirculated Draft EIR
Prepare Final EIR responding to all comments received on Draft and recirculated Draft EIR.

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

Schedule is not yet finalized but has been extended to accommodate a revised traffic study and to account for a second 45-day public review period.

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 **(\$77,720)**. 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 **\$276,935**

5. **Project Impact:**

Additional services, extended schedule, and additional direct costs.



AECOM Project Name: Loomis Costco EIR
AECOM Project No.: 60550073
Change Order No.: 01
Town of Loomis
August 20, 2018

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.

**CLIENT:
Town of Loomis**

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

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

Address
**3665 Taylor Road
Loomis, CA. 95650**

[End of Agreement]

JUN 30 2017

TOWN OF LOOMIS

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 11, 2017, by and between the TOWN OF LOOMIS ("Town"), and AECOM Technical Services, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the Town has need of a firm to prepare an Environmental Impact Report and Mitigation Monitoring and Reporting Plan for Application #17-01 the Costco Project; and,

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated June 5, 2017 (attached hereto and incorporated herein 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 receipt of written notice to proceed from 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 **unless the delay is not the result of its negligence or a force majeure or other act outside of its reasonable control**

C. The Town Manager or designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of three months to the original term of this Contract 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 unless additional work is requested by Town in writing.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed **\$199,215** without Town's prior written approval].

B. Said amount shall be paid upon submittal of a monthly billing 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. Town shall pay all invoices within sixty (60) days of receipt.

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 LOCAL LAW:

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.

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 as required by court order or other legal requirement.

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. Neither party shall be liable to the other for indirect, special or consequential damages that arise as a result of this Agreement and the work performed hereunder.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was 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 be **\$1,000,000** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

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

i. Endorsement equivalent to CG 2010 1185 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 be **\$1,000,000** 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 be **\$1,000,000** 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: Robert F. King, Town Planner
Town of Loomis
3665 Taylor Road
Loomis, CA 95650

Consultant: Petra Unger, Principal
AECOM

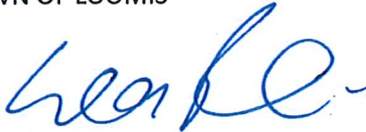
2020 I Street, Suite 400
Sacramento, CA 95814

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 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 bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

TOWN OF LOOMIS

By: 

Title: Town Manager

ATTEST:

By: 

Town Clerk

APPROVED AS TO FORM: _____

By: 

Town Attorney

CONSULTANT

Dennis Bane, VP

By: 

Title: Principal

AECOM Technical Services, Inc.

EXHIBIT A

Schedule of Performance

Handwritten signature or initials

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

Demis Bane, VP

By:



Principal

AECOM Technical Services, Inc.