



**STAFF REPORT
TOWN COUNCIL MEETING OF JULY 11, 2017
CONSENT ITEM**

TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL

FROM: ROBERT F. KING, TOWN PLANNER

DATE: JUNE 30, 2017

RE: COSTCO RETAIL WAREHOUSE PROJECT #17-01, PREPARATION OF ENVIRONMENTAL IMPACT REPORT AWARD OF ENVIRONMENTAL SERVICES AGREEMENT

Recommendation

Adopt the resolution awarding the Environmental Services Agreement to AECOM Technical Services, Inc. (AECOM) and authorizing the Town Manager to execute an agreement acceptable to the Town for the preparation of an Environmental Impact Report (EIR) consistent with the California Environmental Quality Act (CEQA) for the evaluation of the proposed Costco Retail Warehouse Project #17-01 not to exceed \$199,215.

Issue Statement and Discussion

Costco Warehouse has submitted an application to obtain a Conditional Use Permit, Design Review, and Lot Merger to construct and operate a 152,000+/- square foot retail warehouse on a 17.38 acre site southeast of Brace Road and Sierra College Blvd. Upon review of the application, it was determined an EIR is required as per the CEQA Guidelines.

Staff sent out Request for Proposals to eight qualified environmental consulting firms and received five proposals. They were reviewed by the Interim Town Manager, Town Engineer and Town Planner and after evaluation AECOM was selected to prepare the EIR based on the following factors.

1. AECOM's proposal showed a better understanding of the project's issues and was more specific in addressing the objectives of the Town.
2. AECOM had the shortest timeline, maintaining a tight schedule for project completion.
3. The AECOM proposal's cost was the median between the highest and lowest bids.
4. AECOM's previous experience in the Loomis area, along with experience in similar projects, assures the work will be done on time and on budget.

CEQA Requirements

As required by the California Environmental Quality Act, AECOM will prepare an Environmental Impact Report to evaluate the construction and operation of a retail warehouse (Costco Retail Warehouse Project #17-01) located to build and operate a retail warehouse, southeast of Brace Road and Sierra College Blvd., in the town of Loomis

Financial and/or Policy Implications

The project applicant, Costco Warehouse has signed a Reimbursement Agreement with the Town, to fund the cost of the preparation of the Environmental Impact Report, and deposited the full cost of its preparation in the Town' Trust account.

TOWN OF LOOMIS

RESOLUTION NO. 17 - __

RESOLUTION AWARDING AN ENVIRONMENTAL SERVICES AGREEMENT TO AECOM TECHNICAL SERVICES, INC. AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT ACCEPTABLE TO THE TOWN FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE EVALUATION OF THE COSTCO WAREHOUSE RETAIL PROJECT (APPLICATION #17-01) NOT TO EXCEED \$199,215.

WHEREAS, Costco Warehouse submitted an application to obtain a Conditional Use Permit, Design Review, and Lot Merger to construct and operate a 152,000+/- square foot retail warehouse on a 17.38 acre site southeast of Brace Road and Sierra College Blvd.; and

WHEREAS, upon review of the application, it was determined an Environmental Impact Report is required as per the California Environmental Quality Act (CEQA); and

WHEREAS, Staff sent out Request for Proposals to 8 qualified environmental consulting firms and received five proposals that were reviewed by the Interim Town Manager, Town Engineer and Town Planner; and

WHEREAS, after careful evaluation, AECOM Technical Services, Inc. was selected to prepare the Environmental Impact Report at a cost not to exceed \$199,215; and

WHEREAS, the project applicant has signed a Reimbursement Agreement with the Town to fund the cost of the preparation of the Environmental Impact Report and deposited the full cost of its preparation in the Town's Trust Account.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Loomis accepts the proposal of AECOM Technical Services, Inc, and hereby authorizes the Town Manager to execute an agreement acceptable to the Town for the preparation of an Environmental Impact Report for the evaluation of the Costco Warehouse Retail Project (Application #17-01) not-to-exceed \$199,215.

PASSED AND ADOPTED by the Council of the Town of Loomis this 11th day of July, 2017 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Mayor

ATTEST:

Town Clerk

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.

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 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:

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.

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:

ATTEST:

By: _____

Town Clerk

APPROVED AS TO FORM:

By: _____

Town Attorney

CONSULTANT

Dennis Bane, VP

By: _____

Title: Principal

AECOM Technical Services, Inc.

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

Dennis Bane, VP

By:



Principal

AECOM Technical Services, Inc.