

## LOOMIS TOWN COUNCIL MEETING OF APRIL 12, 2011

TO: TOWN COUNCIL

FROM: PLANNING DIRECTOR

RE: **CONSENT ITEM – (REVISED PORTIONS IN BOLD)**  
**CONTRACT WITH ENVIRONMENTAL CONSULTANT AND**  
**ADVANCE OF FUNDS AGREEMENT FOR the Regina Coeli**  
**Priory at Southwest Corner of Barton and Rocklin Roads**  
**(Continued from February 8, 2011)**

**ISSUE**

The Dominican Sisters of Mary, Mother of the Eucharist-Loomis through Sister Mary Samuel Handwerker, OP, have submitted an application for approval of a **115 cell** monastery/priory on a 40.07 acre parcel at the Southwest Corner of Barton and Rocklin Roads a Mitigated Negative Declaration (MND).

**RECOMMENDATION**

Staff requests that the Town Council **authorize the Town Manager to sign 1) the attached contract written by the interim Town Attorney, in accordance with the revised proposal submitted by AECOM to complete an Initial Study and either a Mitigated Negative Declaration or Environmental Impact Report for the Priory project as determined through the Initial Study and, concurrently, 2) the Agreement for Advance of Funds for staff costs and the environmental work on the priory project.**

**DISCUSSION**

**At the February Council meeting, the Council requested that an on-site meeting occur on this project prior to any decision on the environmental consultant. The on-site meeting occurred on April 2, 2011. Therefore, staff has placed this item on your agenda again- and further explains the process that has occurred to arrive at staff's recommendation.**

**After reviewing the Town's planning/environmental consultants list, the applicant's attorney requested a proposal from AECOM to complete the environmental work on this project. In the past, staff has made the requests for proposals to firms (usually limiting it to one firm because of the cost and time of proposals for the small firms involved) but 1) the Planning Director was out on sick leave at the time and 2) a list had been previously established. AECOM (as EDAW) is on the approved list of consultants established by the Town Council in late 2007 and early 2008 with respect to the packets of qualifications submitted at the time on the Village at Loomis project and the Marketplace projects. Given the proposal, staff met with the proposed personnel from AECOM and determined that AECOM, and the personnel proposed, would do a professional environmental document for the Town. The company enjoys an excellent reputation among planning and environmental professionals of the area; a previous Planning Commissioner for the Town works for them as well. AECOM, at this meeting, and the applicants attorney, later**

on, were strongly told that all work that they would do would be at the direction of the Town Planning Director and not the applicant or their attorney.

With respect to the process, planning staff has always been willing to listen to any requests from the applicant on the consultant chosen because 1) the applicant pays for the consultant and 2) the applicant is required (see Advance of Funds agreement) for any legal defense and 3) it is good practice to listen, but not necessarily follow, any comments made by anyone with respect to consultants. Public Resources Code 20180.1(b) requires local agencies to meet with and work with applicants during the preapplication consultation process, to consider the range of alternatives, mitigation measures and environmental impacts to be analyzed in the environmental document. Most of the environmental work done within the Town within the last 5 years has been done by either Adrienne Graham or Northfork, which tend to work with smaller jurisdictions. There is some concern, particularly by the environmental consulting firms, with respect to using the same firms all the time, so the list established by the Town, provides additional firms for consideration.

For this contract, AECOM has revised their proposals to indicate that an Initial Study will be completed first and then they will make a determination regarding whether a Mitigated Negative Declaration or EIR is required. A scoping meeting, with the consultant present so they hear any stated or written concerns, is also included.

Timing concerns related to CEQA regulations should also be addressed within this staff report. By law, the Town has 1) 30 days (can be extended to 45) after acceptance of an application as complete to finish the Initial Study, 180 days to finish a Negative Declaration from completeness date, and, 1 year, from date of a completed application to act on an EIR. While there is no penalty, for this requirement (see CEB pages on law attached) staff is recommending that the Council authorize the contract so that the environmental work can be begun and the timelines are not stretched further. A formal letter of completeness on this application has not been written; however it could be reasonably argued that the application was deemed completed on January 22, 2011 since there were no additional requests for information from staff after the last submittal from the applicant.

Staff and the applicant have reviewed the attached proposal. The applicant would like to proceed with this proposal from AECOM and staff, **having reviewed the Town's CEQA procedures adopted in 1993, the list created in early 2008, and checking on the references for AECOM and meeting with the proposed personnel,** recommends approval of this action to the Council.

Accordingly, it is staff's recommendation to invoke Section 3.12.110(c) of the Town of Loomis Municipal Code, similar to ones previously done (**when staff recommends one firm**), which states:

The requirements of Sections 3.12.050 and/or 3.12.060 may be dispensed with: ...

(w)hen the town manager makes a written request to the town council and the town council, by majority vote at a meeting, approves the waiving of the bidding requirement.

## **POLICY AND/OR FINANCIAL IMPLICATIONS**

Contract amount is **Not To Exceed \$ 72,815 for an Mitigated Negative Declaration with a fiscal study and Not To Exceed \$114,135 for an EIR and fiscal study (which includes an alternatives analysis in either the Mitigated Negative Declaration or Environmental Impact Report). This amount is to be reimbursed to the Town through an Advance of Funds Agreement to be signed by the applicant (also attached for your authorization). This agreement also requires the applicant to pay for all Town costs, especially direct and indirect staff costs.**

### **Attachments**

- 1) CEB California Environmental Quality timeline regulations comments**
- 2) Draft Advance of Funds Agreement (in process of receiving sign off from applicant's attorney)**
- 3) Draft Contract and Proposal**
- 4) Excerpt of Minutes from February 8, 2011 Town Council Meeting on Regina Coeli Priory**

provals once an EIR has been completed for a general plan, community plan, specific plan, or zoning action. 14 Cal Code Regs §§15063(b)(1)(C), 15182-15183. See §§10.33-10.40.

#### IV. REQUIREMENTS FOR INITIAL STUDY

##### §6.9 A. Time Limits

A lead agency must complete its initial study within 30 days after it has accepted the project application as complete. This is the time specified in 14 Cal Code Regs §15102 for the agency to determine whether it intends to prepare an EIR or a proposed negative declaration. The time may be extended 15 days with the consent of the agency and the project applicant. On determining an application's completeness, see §8.4.

If a negative declaration is prepared, it must be completed and adopted within 180 days. Pub Res C §§21100.2(a)(1)(B), 21151.5(a)(1)(B). This time limit runs from the date the application is accepted as complete, not from the date the initial study is completed. Pub Res C §§21100.2(a)(2), 21151.5(a)(2); 14 Cal Code Regs §15107.

These time limits apply only to private projects, not to public agency projects.

Many agencies routinely exceed the time limits for preparing an initial study and adopting a negative declaration, but there are no statutory sanctions for such violations. *Plastic Pipe & Fittings Ass'n v California Building Standards Comm'n* (2004) 124 CA4th 1390, 1415, 22 CR3d 393; *Eller Media Co. v Community Redev. Agency* (2003) 108 CA4th 25, 36, 133 CR2d 324; *Eller Media Co. v City of Los Angeles* (2001) 87 CA4th 1217, 105 CR2d 262. Because the time limits are directory, however, an aggrieved project applicant could obtain a court order mandating compliance. See *Sunset Drive Corp. v City of Redlands* (1999) 73 CA4th 215, 220, 86 CR2d 209 (time limit for completion of EIR may be enforced by mandamus). Failure to comply with these time limits does not, however, provide a basis for invalidating later agency action. *Meridian Ocean Sys. v State Lands Comm'n* (1990) 222 CA3d 153, 168, 271 CR 445.

##### §6.10 B. Contents

Under 14 Cal Code Regs §15063(d), an initial study must include in brief form:

negative declaration. 14 Cal Code Regs §15063(a). The lead agency must prepare an EIR if, during the initial study, the agency determines that the project may have a significant effect on the environment that cannot be reduced to insignificance through adoption of mitigation measures. 14 Cal Code Regs §§15064, 15081. See §6.4. If the lead agency determines, however, that the project's potentially significant effects can be mitigated to insignificance, a mitigated negative declaration may be appropriate. 14 Cal Code Regs §15070(b). See §6.5.

**PRACTICE TIP** ► A lead agency should consider preparing an initial study even when it is clear from the outset that an EIR will have to be prepared for a project. A properly prepared initial study can identify environmental impacts of a project that are not significant and that do not require further analysis in the EIR. See §§6.6, 8.7. The EIR can then focus on the project's significant environmental impacts. 14 Cal Code Regs §§15063(c)(3), 15128, 15143, 15365. See Pub Res C §21100(c).

When a lead agency is deciding whether to prepare an EIR for a project that the agency itself will carry out, there are no time limits governing the agency's decision. When a private party or other third party applicant applies to the lead agency for a permit or other entitlement, however, the decision whether to prepare an EIR is subject to time limits. See §§8.3–8.4.

## **B. Time Limits for Private Projects**

### **§8.3 1. Thirty Days After Application Is Complete**

For private projects, the lead agency must complete its determination on whether to prepare an EIR within 30 days after the application for a permit or other entitlement was accepted as complete. The time may be extended 15 days with the consent of the lead agency and the applicant. Pub Res C §21080.2; 14 Cal Code Regs §15102. Neither CEQA nor the CEQA Guideline specifies a sanction for the lead agency's failure to meet this deadline. If the lead agency uses a consultant to prepare the EIR, then the agency's decision that an EIR will be prepared triggers a 45-day period within which the contract for preparing the EIR must be executed. Pub Res C §§21100.2(b), 21151.5(b); see §9.6.

Note that the overall time limits for preparation and certification

of an EIR (1 year) run from the time the application is accepted as complete and not from completion of the initial study. Pub Res C §§21100.2, 21151.5; 14 Cal Code Regs §15108. Accordingly, the time within which the lead agency must determine whether to prepare an EIR is included within the 1-year period for completion of the document.

#### **§8.4            2. When Is Application Complete?**

When an applicant submits an application for a project, the lead agency must determine whether the application for a permit or other entitlement is complete within 30 days after receiving it. 14 Cal Code Regs §15101. See Govt C §65943. If no written determination of completeness is made within this time limit, the application is deemed to be complete on the 30th day. 14 Cal Code Regs §15101. This time limit is established in the CEQA Guidelines to ensure that CEQA review of an application for a private project corresponds with the time limits for determining that an application is complete under the Permit Streamlining Act (Govt C §§65920-65964; see Govt C §65943).

Under the Permit Streamlining Act, however, the determination that the application is complete triggers the 30-day time period for deciding whether to prepare an EIR, but it does not trigger time limits for an agency's substantive decision whether or not to approve a project. Instead, the time limits for an agency's substantive decision begin to run on the lead agency's certification of the EIR, adoption of a negative declaration, or determination that an action is exempt. Govt C §65950; see §20.14.

Note that in the limited instances enumerated in 14 Cal Code Regs §15111, which deals with approvals under statutes that have extraordinarily short approval deadlines (less than 6 months), the running of the time period for determining that an application is complete is suspended to the extent necessary to ensure that the CEQA process will be completed before expiration of the time limit for approval of the application. 14 Cal Code Regs §§15101, 15111. It is unclear, however, whether these Guidelines are consistent with Govt C §65941, which specifies that a lead or responsible agency may not require the informational equivalent of an EIR or other proof of CEQA compliance as a condition to determining that an application is complete. Govt C §65941(b).



ATT. 2

**Planning Department**  
3665 Taylor Road  
Loomis, CA 95650  
Phone: (916) 652-1840

## AGREEMENT FOR ADVANCE OF FUNDS

(Reimbursement Agreement for Staff Processing and Project Implementation)

File Number \_\_\_\_\_

Address \_\_\_\_\_

Project Description **Regina Coeli Priory – conditional use permit, variance, design review, tree permit and required environmental documentation**

Dominican SMME CORPORATION, a Michigan Non-Profit Corporation, ("Developer") hereby agrees to advance to the TOWN OF LOOMIS, a municipal corporation ("the Town") the sum of \$35,000 (the "Funds") which Funds shall be used to reimburse the Town for the Reimbursable Costs (as defined in Section 3.c, below) for the Project. A description of the project is attached hereto as "Exhibit A," attached hereto and incorporated herein by this reference. Developer understands and agrees that the term "Project", as used in this Agreement, including any changes or modifications to the Project and any and all applications(s) for permits or other approvals requested by Developer or otherwise required in connection with the Town's review of the Project.

1. The advance of Funds shall be made to the Town upon execution of this Agreement for Advance of Funds (hereinafter "this Agreement").
2. After completion of all Town work related to the Project, any portion of the Funds not expended or committed for expenditure shall return to Developer.
3. The Developer fully understands and agrees to each of the following:
  - a. Developer acknowledges that the Funds paid herewith will not be adequate to fully reimburse the Town for costs incurred in connection with the Project, and that periodically Developer will be called upon to make further deposits. The Town will charge invoices received from its consultant's against the Funds. In the event that the balance of the Funds held by Town is drawn down to a balance of less than \$20,000.00, Developer shall deposit additional Funds with the Town to maintain a balance of Funds of at least \$35,000.00. In the event, for any reason, the Town's request for further deposits from Developer is not fully satisfied within fifteen (15) calendar days from the date of request, the Town reserves the right to cease processing the Project and to cancel any pending application(s). To date, a total of \$7653 has been submitted to the Town towards the review of the conditional use permit (\$3800), variance (\$1507), design review (\$1507) and environmental review (\$839).
  - b. Developer agrees to bring the account current through the date of any public workshop or hearing on the Project, prior to the date of the workshop or hearing, including the payment of the charges estimated by the Town to be incurred through completion of the workshop or hearing.
  - c. The Funds shall be deposited in the Town's Revolving Trust Fund and shall be accounted for by the Town in the manner in which Revolving Trust Fund monies are normally accounted for. The Funds shall be used, in the sole discretion of the Town, to fund or aid in the funding of certain services, studies, activities, supplies and other costs incurred by the Town in connection with the Project. These include but are not limited to direct and indirect costs for the review of

application(s), responses to public inquiries regarding application(s), preparation and administrative review costs of any required environmental document(s), implementation and inspection of mitigation measures identified in the environmental document(s), checking for conformance with and implementation of the conditions of approval of application(s), Town Attorney and consultant costs attributable to the Project, Town staff costs attributable to the Project (which may include staff from departments other than the Community Development Department) and other items not specifically identified here but incurred in connection with the Town's consideration of the Project (the "Reimbursable Costs"). The termination of this Agreement will not take place until all conditions of approval and implementation measures of the environmental document are met by the Developer or, in the alternative, the Project is denied by the Town.

d. Advance of Funds by the Developer shall not be contingent on the hiring of any specific employee or consultant. The Town reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the Town in connection with the Project. The Town shall have the sole discretion to establish the amount of compensation paid to the employees and the amount of fees paid to consultants for services rendered to the Town in connection with the Project.

e. The advance of Funds shall not be dependent upon the Town's approval or disapproval of any of Developer's application(s), or upon the result of any action, and shall in no way influence the Project. Neither Developer nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the outcome of any application or the selection of an alternative favorable to or benefiting Developer.

f. Developer is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or consultant of the Town involved in the Project. This prohibition shall not be construed to preclude Developer, its agents or representatives, from providing information to the Town or any employee, agent or consultant of the Town for incorporation into the Project, or from seeking information from the Town, or any employee, agent or consultant of the Town with respect to the Project.

4. Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
5. This Agreement shall be a public record of the Town.
6. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court for the County of Placer, State of California.
7. In any legal action brought by the Town to enforce this Agreement in which the Town requests the recovery of attorneys' fees, the prevailing party shall be awarded reasonable attorneys' fees and court costs and shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment and in any appeal.

APPROVED AS FOLLOWS:

TOWN OF LOOMIS:

Dated: \_\_\_\_\_

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

Perry Beck, Town Manager

DEVELOPER:

Dated: \_\_\_\_\_

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

Mother Assumpta Long

Business Phone: \_\_\_\_\_

# EXHIBIT "A"

## PROJECT DESCRIPTION

formation, the Professed Sisters are able to engage in the education and formation of young people in area schools. As the Sisters expand their teaching apostolate to further distances from the Priory, they will be housed near the Catholic schools where they are serving, as is the case of the five Sisters presently assigned to Presentation School of the Blessed Virgin Mary in Sacramento.

The Sisters continue to reach hundreds of young women annually through retreats, visits and talks on college campuses, and speaking engagements across the country. In sum, the Sisters' public witness and apostolic endeavors regularly reach a variety of audiences at the national and – thanks to electronic media – an increasingly global population through its website ([www.sistersofmary.org](http://www.sistersofmary.org)) and television. The Sisters have been experiencing enormous growth, and are outgrowing the Ann Arbor Motherhouse, making the establishment of Priors in Loomis, California, Washington D.C., and Texas immediate priorities.

## II. PLANNING ANALYSIS

### A. Introduction.

Many considerations were incorporated into the planning process for the monastery project ("Project"). These considerations included the surrounding land uses, the visual orientation of the site, the general vehicular circulation in the vicinity of the site, and a number of environmental and design issues affecting the surrounding neighbors. The Applicant submits this narrative to expand the explanations provided in the Town of Loomis Planning Department's Planning Application and Environmental Review Application.

### B. Land Use Impact.

In the planning process of the Project, much care was given to the efficient and economical utilization of the site. The proposed use is compatible with the adjacent land uses. The area surrounding the site is dominated by uses which are residential in nature, except for the Shepherd of the Sierra Presbyterian Church, and are wholly consistent with large lot and Residential/Agricultural zoned property. Thus, an institutional, residential use is consistent with its zoning and the Town's Land Use Plan and Zoning Tables [see **Exhibit C**, Excerpt of Land Use Map and Loomis Municipal Code], and the Project use is both complementary and compatible with these surrounding uses [see **Ex. B**].

The Project sits on the overall site of 40.07 acres, which currently includes a permanent residence and a manufactured home, which may be removed at a future time. Of the 40.07 acres, approximately 5.19 acres are lake, shared with St. Francis Woods. The Project site is bounded on the north by Rocklin Road, one single-family residence, a PCWA water tank, and the Shepherd of the Sierra Presbyterian Church; on the east by Barton Road and the Sierra de Montserrat residential subdivision; and on the west and south by St. Francis Woods, with one-acre minimum home sites to the west and five-acre minimum home sites to the south. The Sisters intend to retain the residence located at 5820 Rocklin Road after construction, which will be used to house priests to assist the community. The residence will continue to use the Rocklin

Road access, but the residence will likely only have two priests residing there at a time [see Vicinity and Contextual Map, **Ex. A**].

The Project is the construction of the monastery building of approximately 134,000 sq. feet of Conditioned Building Area,<sup>1</sup> with two stories and a partial basement housing the mechanical facilities and storage area, including a private chapel for the Sisters, two wings to house the novices and Professed Sisters, extensive kitchen and laundry facilities, indoor recreation facilities, libraries, auditorium, and infirmary. A defining and essential characteristic of formation in Dominican religious life involves the layout of the monastery, which takes into account the need for separate living areas for those sisters “in formation” and those sisters who have been professed. As a result, those sisters in formation have sleeping areas and rooms for study and recreation that are separate from those in which the Professed Sisters carry on the same activities. The monastery building is designed to accommodate the whole community, which is comprised of Professed Sisters, novices and postulants assigned to the monastery, plus Sisters assigned to locations away from the monastery who return for community gatherings at Christmas and during Professions Week in July and August each year; thus allowing a maximum of 115 cells, while the Sisters anticipate that only 75-80 cells will be in use full time. The anticipated breakout would involve 20 returning Sisters during the special seasons, plus 15 cells available for guests/retreats [see **Ex. B**].<sup>2</sup>

The anticipated height of the monastery building excluding the basement is 34 feet. Heights for the building are detailed on A3-1C and A3-2C [see **Exhibit D**, Overall Elevations and Courtyard Elevations], and on A2-3, A3-1, and A3-2, and total square footage for each floor is detailed on A1-0C [**Ex. B**]. Exterior development includes a bell tower immediately adjacent to the private chapel for the Sisters, parking areas for use of the monastery, soccer and kick-ball fields in the northeastern quadrant of the Property, a meditation grotto [“Our Lady’s Grotto”], and mulched walking paths throughout the Property, including a path between the monastery building and the lake including The Stations of the Cross connecting with the grotto. [See **Exhibit E**, Conceptual Landscape Plan L1.0, discussed in §C.2 below.]

Entrance to the monastery will be on Barton Road, as shown on A1-0. The entrance to the monastery will include a recessed security gate, and both Barton and Rocklin Roads will be enclosed for the protection of the Sisters with wrought iron fencing interspersed with pillars. However, because of the open space policies of the Town and the Sisters’ concern for the wildlife, the wrought iron spires will be rounded at the top to avoid inadvertent injuries, especially to deer [see Fence Detail on **Exhibit F**, Architectural Details A1-2]. Additionally, a color rendering of the front entrance to the monastery is shown as “Chapel & Entry Courtyard 11.15.2010” [see **Exhibit G**].

In addition to the Use Permit and Design Review required for the monastery on this site, preliminary discussions with Staff have determined that the Project will require one variance:

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<sup>1</sup> The Architectural Site Plan A1-0 shows 147,730 sq. ft. of building area, which is the “Total Built Area Under Cover”, as defined by the Zoning and Building Codes.

<sup>2</sup> See also §VI Traffic Analysis, where KdAnderson has Project traffic assuming regular occupancy of the monastery at 75 Sisters for 90% of the year, with a high of 115 Sisters during peak times.

the bell tower is projected to be 55 feet high, which exceeds the 35-foot height requirement [see **Ex. D**]. Additionally, the Sisters have requested a waiver to reduce the required parking for the Project. Because of the consecrated life style of the Sisters, they have requested that the parking required on the site be reduced to 53 spaces, 77 less than the normally required 130 parking spaces for a project of this size. [Please see discussion in **Exhibit H**, Traffic Impact Analysis prepared by KdAnderson & Associates, November 12, 2010, "Project Traffic Impacts" pp. 12-19 in support of the Sisters' request for waiver.]

The coverage percentage is only 4.6% when compared to the overall size of the Property, and the actual exterior building mass is substantially concealed by the existing oak trees and vegetation. [Please see Renderings from North, East, South, and West, to be provided as soon as possible.]

**C. Discussion of Environmental Setting, Project Description.**

As discussed in the Environmental Review Application, more specifically detailed below and in the Studies submitted with this Application, there is no adverse environmental impact which would result from this Project being constructed that cannot be completely mitigated, that being the necessary removal of certain oak trees, representing only 37% of the protected trees located on the Project. The increased use in water and sanitary services will have an inconsequential effect on PCWA's and SPMUD's delivery systems, both of which already provide service to the site [see Water Analysis in Environmental Review Application, p.7]. The site is currently served by all major utilities. The Project's proposed stormwater management and erosion control plans will minimize impact on the adjacent property and existing stormwater systems. Please see detailed analysis of on-site drainage included in RFE Engineering, Inc.'s Preliminary Drainage Study, pp. 5 and following, **Exhibit Q**.

Specific sections of the Environmental Review Application requiring more detail are correlated to the Application below:

**1. Section VI, Transportation.**

The transportation consultant firm of KdAnderson & Associates has been retained to conduct a Traffic Impact Analysis for the proposed Priory [**Ex. H**]. The Traffic Analysis evaluates existing roadway capacity and operational efficiency, and also projects future traffic demands within the defined study area road network. This evaluation includes an assessment of the impact of the subject project on the road network. The assessment uses methodologies which conform to Town of Loomis guidelines for projects consistent with adopted General Plan land uses approved by the Town of Loomis, and is based on study parameters proposed between KdAnderson and Applicant and includes analysis of three scenarios: "Existing" Conditions, "Existing Plus Project" conditions, and "Cumulative Plus Project" Conditions applicable to site access only, per direction from the Town. The KdAnderson Traffic Analysis [**Ex. H**] also points out the anomaly of a relatively large structure housing approximately 80 full time novices, postulants, and Professed Sisters, which have such minimal traffic impacts. Given that no new convents or monasteries have been constructed in the vicinity in some time, KdAnderson engaged a traffic consultant to physically "count the cars" coming in and out of the Sisters'

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_, by and between the TOWN OF LOOMIS (“Town”), and AECOM, a \_\_\_\_\_ (“Consultant”).

WITNESSETH:

WHEREAS, the Town desires to engage Consultant to analyze the fiscal and environmental impacts related to the proposed DSMME Priory project and to prepare any and all documents needed for compliance with the California Environmental Quality Act (the “Project”); and

WHEREAS, the Consultant has presented a proposals for such services to the Town (attached hereto and incorporated herein as **Exhibits “A-1” and “A-2”**) 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 **Exhibits “A-1” or “A-2”**. 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] **OR** [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-3 (a) or A-3 (b), depending on environmental document determination."**

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 equal 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.

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed \$72,815 for a Mitigated Negative Declaration or \$114,135 for an Environmental Impact Report (specific document to be determined through Initial Study process), 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.

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 ten (10) 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. It shall be Town's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist Town in providing the same.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A-1" and A-2** 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 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 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 (or, in the case of Worker's Compensation insurance, 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 original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms approved by the

Town. As an alternative, Consultant may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to the Town, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

C. In the case of the professional liability insurance required by this Section, the Consultant's insurer must provide a complete, certified copy of the policy.

D. 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.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

F. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the Town.

G. Aggregate Limits/Impairment

If any of the above-required insurance coverages contain annual aggregate limits, you must give the Town notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The Town has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect Town's protection, are allowed without Town's prior written consent.

H. 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.

I. 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.

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

1. 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.

2. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from work performed by the Consultant.

K. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property 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 **\$1,000,000.00** per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

1. Provision or endorsement naming the Town and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers to the extent the Town is an additional insured. 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.

3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the Town, its officers, officials, employees, or volunteers.

4. 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.

5. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the

Contract, including, without limitation, that set forth in Section 15, Indemnity and Litigation Costs.

L. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract, 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 [\$1,000,000] per claim.

**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: Town of Loomis  
P. O. Box 1330  
Loomis, CA 95650

Consultant: AECOM

2020 L Street, Suite 400  
Sacramento, CA 95811

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 be 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

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

## EXHIBITS

EXHIBIT "A-1"

## Project Understanding

AECOM submitted to Brigit Barnes a scope of work and cost estimate in mid-September 2010 to prepare an initial study/mitigated negative declaration (IS/MND) for a convent project proposed by the Dominican Sisters of Mary, Mother of the Eucharist (DSMME) on a 40-acre site in the Town of Loomis, Placer County, California. Following additional meetings and discussions, Kathy Kerdus requested a revised scope of work and cost estimate for AECOM to prepare an environmental impact report (EIR) for the project for the Town. As a result of those discussions, this submittal provides scopes of work, schedules, and cost estimates to prepare an IS/MND or an EIR. In addition, a Fiscal Analysis is proposed for the project, regardless of whether an IS/MND or a focused EIR is prepared, and is included in this proposal.

This scope of work, for both the IS/MND and the focused EIR, assumes that the air quality, biological resources, and transportation/traffic sections would be prepared by outside consultants to the project applicant (KD Anderson & Associates and Gibson & Skordal) and provided to AECOM for insertion into the EIR. In addition, the geology/soils and hazards/hazardous materials sections would be based on information provided in the Phase I environmental site assessment prepared by AECOM (legacy Earth Tech) as an outside consultant to the project applicant. AECOM will work with these consultants to provide them with a section outline and specific information necessary for the IS/MND or EIR, but the adequacy of content in these sections will be the responsibility of the project applicant and the consultants.

## IS/MND Project Approach

### IS/MND Task 1. Project Startup

AECOM will participate in an initial meeting with the project applicant, Town planning staff, and project consultants to discuss the details of the proposed project and review

available materials. This meeting will also serve as a forum to identify potential additional data needs or follow-up studies that may be required, establish communication protocols, and discuss schedule. Needed or recommended coordination with other agencies will also be discussed and agreed on.

### IS/MND Task 1 Summary:

- **Deliverables:** List of data gaps or needs, table of proposed coordination with other agencies, and draft schedule
- **Meetings:** One meeting to be attended by the project manager.

### IS/MND Task 2. Project Description

Following the startup meeting, AECOM will prepare a draft project description that will include the following components:

- A thorough and complete description of the proposed project, including a list of potential permitting actions and other required regulatory approvals.
- The regional and local setting, including the project location shown on a map.
- The project background, context, and history.
- The project characteristics, including on- and off-site components; infrastructure support required to serve the project; timing, operational characteristics, and any other information relevant to an understanding of the project.
- Construction methods, including the use of equipment and staging areas, schedule, personnel, and phasing.
- Any project design features intended to avoid, eliminate, or reduce specific environmental impacts.

The draft project description will be provided to the Town planning staff and the project applicant for review, and comments will be provided to AECOM. AECOM will incorporate the revisions into a final version of the project description that will be used as the basis for the environmental analysis.

Providing an early draft of the project description to the Town will ensure that the environmental review addresses all project

issues thoroughly and to the Town's satisfaction. To maximize efficiency, AECOM assumes that the project description will be reviewed and agreed to by the Town and the project applicant before the environmental analysis (especially field study work) is initiated. Note that following agreement on the project description, the project description will be finalized as part of the administrative draft IS/Proposed MND. This scope of work does not assume iterations of the project description. If substantial changes in the project take place once the project description has been approved, an amendment to the scope and cost may be necessary.

#### IS/MND Task 2 Summary:

- **Deliverables:** Draft and final project description (electronic version in MS Word format)
- **Meetings:** None

#### IS/MND Task 3. Prepare Administrative Draft IS and Proposed MND

Following review and approval of the final project description, AECOM will prepare an IS and proposed MND in accordance with California Code of Regulations (CCR) Section 15063 of the State CEQA Guidelines, as amended. AECOM will use the IS to evaluate the environmental impacts associated with the proposed project and document those issue areas where no significant impacts or less-than-significant impacts are anticipated. As part of the IS, AECOM will also identify what federal, state, regional, and/or local discretionary actions and/or authorizations are likely, and associated permits that may be required.

The IS is required for preparation of a Proposed MND. Therefore, this task will assist the Town in determining whether an MND is the appropriate CEQA-clearance document, or whether an EIR is warranted. If, during preparation of the IS, AECOM identifies one or more significant environmental impacts that cannot be avoided or reduced to a less-than-significant level, then this information will

be provided immediately to the Town planning staff and project applicant. In these circumstances, AECOM would recommend preparation of an EIR rather than an IS/MND (per the description of the EIR task below).

Following preparation of the administrative draft IS/Proposed MND, AECOM will provide two copies of the document to the Town planning staff and two copies to the project applicant for review, along with electronic files in MS Word format.

The IS will include analysis in all of the environmental topic areas addressed below. Although atypical for an IS/MND, to address local concerns about possible alternatives to the project, the document will include a description of the land use designation for the site in the existing general plan and will compare development of the site under that scenario to the proposed project. This discussion will not be a full EIR-scale alternatives analysis but will provide an opportunity to describe the differences between the approved land use for the project site and the proposed project.

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#### Aesthetics

(including impacts to scenic resources and highways, scenic views and vistas, shade and shadow, light and glare, and neighborhood compatibility)

The analysis of aesthetic resources for the proposed project will include:

- A description of the existing overall visual context and of the project site and surrounding areas.
- An evaluation of the existing and post-project visual resources as observed from selected view points, using the criteria developed by the Federal Highway Administration in 1981 (FHWA-HI-88-054), based on USFS criteria, which include the

concepts of vividness, intactness, and unity.

- An evaluation of the quality of views of areas that could be affected by the project based on the relative degree (high, medium, low) of vividness, intactness, and unity apparent in views.
- An assessment of the project's impacts on visual quality, taking into consideration viewer groups, numbers of viewers and viewer concern and the change in visual quality.
- Where appropriate, an evaluation of the design character of the proposed project with respect to its consistency with adopted planning guidelines.

The potential for additional lighting to increase ambient light levels, causing diminished or obscured views of nighttime skies, will be analyzed qualitatively.

#### **Agriculture and Forest Resources**

AECOM will describe existing and past agricultural resources on the site. The status of the property and surrounding area with regard to farmland categories (Prime, Statewide Importance, Unique Farmland) and Williamson Act contracts will be described. Elimination of the existing use of a portion of the property as a strawberry farm will be evaluated.

The 2010 revised State CEQA Guidelines have expanded the analysis of "agriculture" to include "forest resources." The large number and density of oak trees on the property will require evaluation of this issue. AECOM is familiar with the analysis of forest and timber resources required under the new CEQA guidelines and will include this evaluation, based on information provided by the arborist report (see "Biological Resources" below).

#### **Air Quality**

We understand that KD Anderson & Associates will prepare the Air Quality section of the

IS/proposed MND. AECOM assumes that the analysis will fully comply with CEQA. AECOM assumes that KD Anderson & Associates will be responsible for the air quality section of the IS/Proposed MND and will respond to the Town or applicant comments and produce any exhibits associated with the air quality section. AECOM also has air quality experts who can assist with this portion of the IS/proposed MND if desired by the Town, but would require a modification to the scope of work.

#### **Biological Resources**

Documentation of existing biological resources on the project site will be compiled and analyzed, including the California Department of Fish and Game's (DFG) California Natural Diversity Data Base for information regarding sensitive species potentially occurring on the site and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants for information on special-status plants known to occur in the region. Information provided by Gibson & Skordal from the species surveys and preliminary wetland report for the site will also be incorporated, as well as any more recent information, such as a site review we understand is being completed by Brent Helm.

An AECOM biologist will conduct a brief reconnaissance-level survey of the project site and, along with the information obtained from existing sources, will characterize the biological resources present in the vicinity of the project site and evaluate the site's potential to support sensitive biological resources. The biologist will map any special-status species or sensitive habitats detected in the vicinity of the project area, if present. The potential presence of any plant or wildlife species (or their habitat) considered rare, endangered, threatened, sensitive, or otherwise unique by governmental agencies (e.g., DFG, U.S. Fish and Wildlife Service, U.S. Forest Service) or recognized conservation organizations (e.g., California Native Plant Society) in the vicinity of the project site will be described. AECOM will also review and consider a recent review by

Brent Helm of previous dry season and wet season species studies.

AECOM understands that Gibson & Skordal has prepared the preliminary wetland delineation for the project site and may be preparing a Section 404 permit if required from USACE. AECOM also has a full staff of botanists, wildlife biologists, and permitting specialists who can assist the project applicant with other permitting needs, if requested, but would require a modification to the scope of work.

#### Cultural Resources

(including archaeological, historic-era, and architectural resources)

Existing documentation pertinent to the cultural resources in the vicinity of the project site will be compiled, reviewed, and analyzed. We understand that no record search was conducted during work on early development plans in 1995. The cultural resources investigation efforts will include a review of previous archaeological survey and excavation reports, archaeological site records, and formal property listings on file at the North Central Information Center (NCIC) of the California Historical Resources Information System. AECOM will also contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands Files to determine if any significant traditional cultural use areas are present within or in the vicinity of the project area. The NAHC will also be asked to provide a list of suitable Native American tribal representatives in the region. These organizations and individuals will be contacted via letter and two follow-up phone calls if necessary. An AECOM cultural resources specialist will conduct a brief reconnaissance-level survey of the project site. Because of the proximity of a known Pony Express station near the project site, the potential exists for historic-era remains or a complete evaluation to be needed. If necessary, subsurface testing and evaluation

can be added to the scope of work, but is currently not included.

An archaeological inventory will be conducted in accordance with the Office of Historic Preservation's publication Instructions for Recording Historical Resources (1993). California Department of Parks and Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map). Any previously identified sites within the project site will be relocated and evaluated in comparison with the earlier site records.

AECOM will produce a stand-alone cultural resources inventory report that documents the methods and findings of the project site survey. This report will be submitted to the NCIC for inclusion in their archives. This report will describe pre-field research methods including repositories visited and data reviewed, field inventory procedures and results, and a summary of cultural resources identified within the project area. Site records, maps, photographs and appendices to the technical report will be included as appropriate, as well as recommendations for mitigation measures for sites which might be affected by the implementation of the proposed project. This will involve a brief evaluation of potentially significant resources in accordance with CEQA criteria.

This section of the IS/Proposed MND will include an overview of project area prehistory, ethnography, history, a discussion of previously conducted archaeological and historical studies relevant to the project area, and any significance recommendations for cultural resources identified within and in the immediate vicinity of the proposed project. The section will also provide an assessment of potential impacts to significant cultural resources and mitigation measures designed to reduce impacts to less-than-significant levels.

This scope of work does not include effort to comply with Section 106; this additional level of effort could be associated with a Section 404 permit for the U.S. Army Corps of Engineers and can be added if desired.

**Optional Detailed Archaeological/Architectural Investigations:** Can be added if desired

**Geology and Soils (including paleontology and mineral resources)**

AECOM will perform a review of various data sources for information required to perform the geologic and seismic assessments including maps and other publications from the U.S. Geological Survey and the California Division of Mines and Geology. AECOM will also review any geotechnical reports available from the project engineer, including the completed Earth Tech 2005 and 2010 soils and geotechnical studies. Upon completion of the literature review, AECOM will perform an environmental analysis of geologic resources, hazards, and soil types. AECOM will provide a general description of the existing environment based on existing data, including maps of the tectonic history, fault activity, and historical seismicity in the project vicinity. AECOM will also discuss the known stratigraphic units and significant geologic structures on the site, with emphasis on those potentially associated with geotechnical problems. The discussion will include, as appropriate, any of the following geologic hazards: ground rupture from faulting, potential damage from strong seismic ground shaking, slope stability, liquefaction, and settlement/subsidence. Soil types, their characteristics, and potential impacts on construction will be addressed, particularly as related to the erodibility of the site's soils, soil stability, and shrink/swell potential. AECOM will also review published literature and any geotechnical reports to determine the potential for the project site to contain economically valuable mineral deposits. Mitigation measures will be presented for any significant or potentially significant impacts.

AECOM will assess the potential for project impacts to paleontological resources by identifying and describing the geological formations on which the project site is located and assessing their sensitivity for containing significant fossils. AECOM will conduct the sensitivity assessment by: (1) consulting applicable geological and paleontological literature for information on the applicable geological strata, and (2) conducting a records search at the UC Berkeley Museum of Paleontology to identify the nearest known fossil finds. The paleontological analysis will include a site visit; a discussion of the geologic setting, formations, and stratigraphy of the project site; a discussion of the sensitivity of project site and vicinity and any known paleontologic resources; an assessment of potential project-related impacts on paleontologic resources; and proposed mitigation measures (if necessary).

**Greenhouse Gas Emissions**

Although KD Anderson & Associates will prepare the Air Quality section of the IS/proposed MND, this scope of work assumes that the Greenhouse Gas Emissions section will be prepared by AECOM using traffic modeling data, calculations of vehicle miles traveled, and air quality calculations provided by KD Anderson. With the 2010 revisions to the State CEQA Guidelines, an evaluation of greenhouse gas (GHG) emissions is now required in all CEQA documents. Since 2007, with enactment of Assembly Bill (AB) 32, AECOM has been in the forefront of GHG analysis. Our air quality/GHG experts have worked with the California Pollution Control Officers Association (CAPCOA) and the Bay Area Air Quality Management District to develop cutting-edge recommendations for GHG significance thresholds. Our planning staff has prepared climate action plans for numerous jurisdictions throughout the state. We continue to refine our approach to this important technical area to meet ever-changing state and federal requirements and to provide guidance as well as CEQA adequacy to local jurisdictions.

AECOM will provide a general summary of applicable regulations, including AB 32 and the current state of the science based on the Fourth Assessment Report of the International Panel on Climate Change released February 27, 2007, and reports published by state agencies. AECOM will quantify construction and operational carbon dioxide (CO<sub>2</sub>) emissions associated with implementation of the proposed project, including mobile-source emissions, area-source emissions, and emissions associated with energy consumption. Mobile- and area-source CO<sub>2</sub> emissions will be estimated using the URBEMIS model and CO<sub>2</sub> emissions from energy consumption will be based on the methodology recommended by the California Climate Action Registry's General Reporting Protocol. The analysis will evaluate whether this level of GHG emissions generated by the project constitutes a substantial contribution to the significant adverse cumulative impact of global climate change. Although CO<sub>2</sub> is not the only GHG, the focus of the analysis will be on CO<sub>2</sub> generation, as it is the predominant GHG generated by land use development projects. Moreover, a majority of available data on GHG generation focuses on CO<sub>2</sub>, and CO<sub>2</sub> emission levels would be used to indicate the overall GHG emissions generated by the project.

Mitigation measures that clearly identify timing, responsibility, and performance standards will be proposed, where available and feasible for any adverse effects.

#### **Hazards and Hazardous Materials**

AECOM understands that the project applicant has already obtained a Phase 1 ESA and Phase II investigation of pesticide use for the site from AECOM (Legacy Earthtech). This information will be used by AECOM as the basis of the Hazards/Hazardous Materials analysis in the IS/proposed MND. Risk of flooding will be addressed in this section, based on information provided by the project engineer and on information from the Hydrology and Water Quality analysis. AECOM will also review federal, state, regional, and local policies and programs for public safety, including emergency response and emergency evacuation

plans, and prepare a consistency analysis of the proposed project compared to these plans and requirements. Seismicity and the accompanying risks will be assessed in the discussion of geology, soils, and paleontology (described above).

#### **Hydrology and Water Quality**

AECOM will prepare a hydrology and water quality impact assessment that focuses on temporary, short-term construction-related effects on hydrology and water quality and permanent changes to stormwater drainage and/or flooding.

AECOM will describe existing drainage and water quality conditions of the project study area based on existing information and studies. Floodplain levels determined by the Federal Emergency Management Agency will be identified and their implications described, as well as the potential for flooding. Applicable federal, state, regional, and local regulations for stormwater drainage, grading and erosion control, and other water quality protection procedures will be described where necessary. Feasible and available mitigation measures will be identified to avoid, minimize, or reduce to less-than-significant levels any significant or potentially significant impacts. The effect of impervious surfaces from the proposed project on drainage and runoff will be addressed. Off-site water quality effects associated with construction and the increase in impervious surfaces will be evaluated. Any available data on groundwater in the project area and how it might affect local surface waters (e.g., pond) will also be considered.

Water quality and watershed protection principles consistent with Placer County and The Town stormwater program standards, National Pollutant Discharge Elimination System (NPDES) Stormwater Permit requirements, and other applicable standards and guidelines will be incorporated into the IS/proposed MND.

### Land Use and Planning (including Population and Housing)

AECOM will describe and map existing on-site and surrounding land uses in the project area and will describe current zoning, adopted Town general plan land use designations, and applicable environmental goals and policies. Other adopted relevant land use and planning efforts will also be described as they relate to the proposed project. Existing and required land use entitlements will be described and evaluated. The conformance of the proposed project to environmental goals and policies in adopted Town planning documents will be discussed, as appropriate, in the technical sections that evaluate impacts to those resources. For example, policies related to transportation or hazards will be evaluated in their respective sections of the IS. The regulatory framework pertaining to land use, as well as significance thresholds, will be discussed.

### Noise

AECOM's in-house noise and acoustics expert will provide the appropriate level of noise analysis to meet the requirements of CEQA. The analysis will include a description of the existing ambient noise environment on and near the proposed project site, based on existing documentation and reconnaissance-level data. AECOM will also review Bollard Acoustical's study regarding the bell tower. Nearby existing, noise-sensitive receptors (e.g., residences, natural preserve areas) and noise sources will be identified and discussed. This analysis typically includes a quantitative description of the existing ambient noise environment within the vicinity of the proposed project site and at the nearest noise-sensitive receptors through the use of 1-hour and 24-hour noise monitoring using proper noise measurement procedures and the application of accepted noise prediction methodologies.

Potential long-term (i.e., operational) transportation- and nontransportation-source noise impacts are assessed. With respect to transportation noise, an AECOM noise analyst will perform traffic noise modeling based on trip generation traffic volumes obtained from

the transportation analysis to be prepared for this project. A Federal Highway Administration-approved traffic noise prediction model (e.g., FHWA RD-77-108) will be used to determine roadway traffic noise levels for existing and existing-plus-project scenarios for affected roadway segments. The analysis will determine if modeled increases to roadway noise levels would adversely affect nearby existing noise-sensitive land uses.

The analysis will include an assessment of long-term noise impacts from proposed nontransportation sources—for this project, anticipated to focus primarily on the bell tower chimes based on reconnaissance data, existing documentation, standard attenuation rates, and modeling techniques. In addition, the compatibility of the proposed project relative to sensitive land use in terms of exterior noise levels with the existing and future predicted noise environments will be addressed. The analysis can also incorporate additional studies provided by the project applicant related to bell tower noise at similar existing sites.

**Optional Noise Studies:** Can be added if desired

### Public Services and Utilities (Including Recreation)

AECOM will analyze the increase in demand on public services (schools, fire protection, law enforcement, parks and recreation) and utilities (water, wastewater, electricity, natural gas, communications) in the project area as a result of the proposed project. As required by CEQA, the analysis will focus on whether project demands would result in the need to provide new facilities, the construction of which could result in environmental impacts. Any needed improvements and modifications to existing utilities will be incorporated into the project description. AECOM assumes that the project applicant or project engineer will provide (or has provided) necessary information for existing and future public utility demands relevant to the project and will confirm that needed

services can be accommodated by existing local providers.

### Transportation and Traffic

We understand that the traffic analysis for the proposed project will be completed by KD Anderson & Associates as a subconsultant to the project applicant. AECOM assumes that the analysis will fully comply with CEQA. AECOM assumes that KD Anderson & Associates will be responsible for preparing the transportation and traffic section of the IS/Proposed MND and will respond to the Town or applicant comments and produce any exhibits associated with the transportation and traffic section. In addition, to allow AECOM to prepare an adequate evaluation of greenhouse gas emissions, we request that KD Anderson provide a calculation of vehicle miles traveled resulting from the proposed project.

### Mandatory Findings of Significance

AECOM will prepare the Mandatory Findings of Significance required by CEQA for an IS/Proposed MND, addressing the potential for the proposed project to result in cumulative impacts.

### Document Synthesis

Following completion of the various sections identified above, AECOM will compile the IS into a complete document containing the following pieces:

- Table of Contents
- Proposed Mitigated Negative Declaration
- Introduction
- Project Description
- Environmental Setting, Impacts, and Mitigation Measures
- References
- List of Preparers
- Mitigation Monitoring and Reporting Program

The administrative draft IS/Proposed MND will be provided to the Town and the project applicant (at the direction of the Town, as CEQA lead agency) for review and comment. This scope of work includes one in-progress review meeting during the preparation of the IS/proposed MND to discuss and/or resolve technical issues that may arise. Prior to

submittal, the document will undergo a thorough internal Quality Assurance/Quality Control (QA/QC) review following AECOM's standard process and ISO-9001 certification procedures.

### IS/MND Task 3 Summary:

- **Deliverables:** Administrative Draft IS/Proposed MND (2 hard copies, 1 electronic copy in MS Word format)
- **Meetings:** One in-progress review meeting with the County to be attended by project manager

### IS/MND Task 4. Public Initial Study/Proposed Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

AECOM will incorporate comments from the Town and the project applicant to create the public draft IS/proposed MND and MMRP. AECOM will file 15 CD copies of the public draft IS/proposed MND with the State Clearinghouse and prepare 20 CDs for public distribution. AECOM will prepare 5 printed copies for internal Town use, and 5 printed copies for use by the project applicant, for a total of 35 CDs and 10 printed copies. In addition, AECOM will prepare a Notice of Intent to Adopt (NOI), Notice of Availability (NOA), and Proposed MND for use by the Town. This scope of work assumes that the Town will be responsible for publishing the NOI/NOA for the project in the appropriate newspaper(s). This scope of work also assumes that the Town will distribute copies of the NOI to appropriate parties via certified mail. AECOM's convenient Sacramento office can ensure quick delivery to the State Clearinghouse. The Town will be responsible for delivering copies to the Placer County Clerk in Auburn.

### IS/MND Task 4 Summary:

- **Deliverables:** Public IS/Proposed MND and MMRP/NOI (15 CDs to State Clearinghouse, 20 CDs for public distribution by AECOM, 5 printed copies for internal Town use, 5 printed copies for project applicant, and 1 electronic copy in Adobe PDF format)
- **Meetings:** None

### IS/MND Task 5. Prepare Responses to Comments and Attend Public Hearing

Following the 30-day public review period on the IS/Proposed MND, AECOM will review any comment letters that are received on the IS/Proposed MND and MMRP and provide the Town with an electronic file of responses to each comment letter for distribution to the Town Council and/or Planning Commission. CEQA does not require the preparation of a final response document. Because the number of comments received on the IS/proposed MND cannot be determined at this time, nor their complexity, this scope of work assumes a total of 24 hours of technical time to complete this task. If additional comments are received, or comments are more complex and require more effort than has been assumed in this scope, a contract amendment will be needed.

The AECOM project manager will attend up to two public hearings before the Town Council and/or Planning Commission to answer any questions that may arise regarding the environmental analysis or the CEQA process.

Within 5 days following the public hearing, if the Town adopts the IS/MND and approves the project, AECOM will prepare and file the Notice of Determination for the project in accordance with CCR Section 15075 of the State CEQA Guidelines. This scope of work assumes that the Town will provide AECOM with a check to cover the DFG filing fee (\$2,044.00 for an IS/MND effective January 1, 2011).

#### IS/MND Task 5 Summary:

- **Deliverables:** Draft responses to comments (5 printed copies, 1 electronic copy in MS Word format) and final MMRP (5 printed copies, 1 electronic copy in MS Word format); final versions of each (10 printed copies for internal Town use, 5 printed copies for project applicant, and 1 electronic copy in Adobe PDF format); NOD delivered to SCH within 5 days of project approval
- **Meetings:** Two public hearings with the Town Council and/or Planning Commission to be attended by the project manager

### IS/MND Task 6. Project Management and Meetings

To ensure clear and efficient communications on project issues, the AECOM project manager will coordinate with the Town planning staff and the project applicant (at the Town's direction as CEQA lead agency) in accordance with the protocols established at the project startup meeting. Brief weekly or biweekly check-in calls will be conducted as needed to keep all team members informed of information gaps, new analysis, or issues of concern; a brief email summary of each check-in will be provided to all participants. This aspect of the project will be key for coordination among members of the project consultant team as the project continues to develop. Monthly billing statements will include a brief list of tasks completed during the billing period and anticipated to be completed in the upcoming period.

#### IS/MND Task 6 Summary:

- **Deliverables:** Check-in call summary (email); monthly billing task list
- **Meetings:** Weekly or biweekly calls (as project needs indicate)

## Focused EIR Project Approach

The tasks described below apply to preparation of an EIR for the proposed project rather than preparation of an IS/MND as described above.

### EIR Task 1. Project Startup

AECOM will participate in an initial meeting with the project applicant, Town planning staff, and project consultants to discuss the details of the proposed project and review available materials. This meeting will also serve as a forum to identify potential additional data needs or follow-up studies that may be required, establish communication protocols, and discuss schedule. Needed or recommended coordination with other agencies will also be discussed and agreed on.

#### EIR Task 1 Summary:

- **Deliverables:** List of data gaps or needs, table of proposed coordination with other agencies, and draft schedule

- **Meetings:** One meeting to be attended by the project manager.

### EIR Task 2. Project Description

Following the startup meeting, AECOM will prepare a draft project description that will include the following components:

- A thorough and complete description of the proposed project, including a list of potential permitting actions and other required regulatory approvals.
- The regional and local setting, including the project location shown on a map.
- The project background, context, and history.
- The project characteristics, including on- and off-site components; infrastructure support required to serve the project; timing, operational characteristics, and any other information relevant to an understanding of the project.
- Construction methods, including the use of equipment and staging areas, schedule, personnel, and phasing.
- Any project design features intended to avoid, eliminate, or reduce specific environmental impacts.

The draft project description will be provided to the Town planning staff and the project applicant for review, and comments will be provided to AECOM. AECOM will incorporate the revisions into a final version of the project description that will be used as the basis for the environmental analysis.

Providing an early draft of the project description to the Town will ensure that the environmental review addresses all project issues thoroughly and to the Town's satisfaction. To maximize efficiency, AECOM assumes that the project description will be reviewed and agreed to by the Town and the project applicant before the environmental analysis (especially field study work) is initiated. Note that, following agreement on the project description, the project description will be finalized as part of the administrative draft IS and Notice of Preparation (NOP). This scope of work does not assume iterations of the project description.

If substantial changes in the project take place once the project description has been approved, an amendment to the scope and cost may be necessary.

### EIR Task 2 Summary:

- **Deliverables:** Draft and final project description (electronic version in MS Word format)
- **Meetings:** None

### EIR Task 3. Prepare IS and Notice of Preparation

Following review and approval of the final project description, AECOM will prepare an IS/NOP in accordance with California Code of Regulations (CCR) Section 15063 of the State CEQA Guidelines, as amended. AECOM will use the IS to evaluate the environmental impacts associated with the proposed project and document those issue areas where no significant impacts or less-than-significant impacts are anticipated. These issues will be scoped out of the EIR unless comments are received that indicate additional environmental concerns not anticipated in the IS.

The IS will include all topics listed in the Environmental Checklist (Appendix G of the State CEQA Guidelines). At this time, we anticipate that the following topics can be addressed in the IS and dismissed from further analysis in the EIR:

- Agriculture and forestry resources\*
- Geology and soils (including paleontology)
- Hazards and hazardous materials\* (based on Phase I environmental site assessment from AECOM - legacy Earthtech)
- Hydrology and water quality
- Land use and planning\*
- Mineral resources
- Public services
- Recreation
- Utilities and service systems

\*The topics of agriculture and forestry resources, hazards and hazardous materials, and land use and planning may require further evaluation in the EIR following analysis in the IS, depending on the nature and level of public comments received and information provided by the project team.

The NOP will include a brief description of the proposed project and its location (prepared in EIR Task 2 above); the significant effects on the environment, if any, anticipated as a result of the project; and the date, time, and place of a public scoping meeting on the proposed project (not required under CEQA but recommended for this project).

As part of the IS/NOP, AECOM will also identify what federal, state, regional, and/or local discretionary actions and/or authorizations are likely, and associated permits that may be required.

Following preparation of the administrative draft IS/NOP, AECOM will provide two copies of the document to the Town planning staff and two copies to the project applicant for review, along with electronic files in MS Word format.

The IS/NOP will be revised in response to comments from the Town planning staff and project applicant. A public draft IS/NOP will be prepared for distribution; AECOM will provide 15 copies on CD to the State Clearinghouse and an additional 20 hard copies to the Town for distribution, along with a CD version that can be reproduced and posted on the Town's website. AECOM will assist the Town in preparing the notice of availability for publication in a newspaper of general circulation; this scope of work assumes that the Town will be responsible for paying for and posting the notice.

During the 30-day public comment period, AECOM's project manager will attend a public scoping meeting (not required but recommended because of the level of public interest in

this project) at a location and time to be determined and arranged by the Town planning staff. AECOM will provide a brief presentation of the CEQA process and the intended preparation of an EIR for the project. Public and agency comments will be recorded by a notetaker for reference in preparing the EIR.

At the end of the public comment period, AECOM will meet with the Town planning staff and project applicant to review comments received.

#### **EIR Task 4. Prepare Administrative Draft Focused EIR**

Following clarification of the EIR scope of work, AECOM will prepare an administrative draft focused EIR. At this time, we anticipate the topics included in the focused EIR to be as follows.

##### **Aesthetics(including impacts to scenic resources and highways, scenic views and vistas, shade and shadow, light and glare, and neighborhood compatibility)**

The analysis of aesthetic resources for the proposed project will include:

- A description of the existing overall visual context and of the project site and surrounding areas.
- An evaluation of the existing and post-project visual resources as observed from selected view points, using the criteria developed by the Federal Highway Administration in 1981 (FHWA-HI-88-054), based on USFS criteria, which include the concepts of vividness, intactness, and unity.
- An evaluation of the quality of views of areas that could be affected by the project based on the relative degree (high, medium, low) of vividness, intactness, and unity apparent in views.
- An assessment of the project's impacts on visual quality, taking into consideration viewer groups, numbers of viewers and viewer concern and the change in visual quality.

- Where appropriate, an evaluation of the design character of the proposed project with respect to its consistency with adopted planning guidelines.

The potential for additional lighting to increase ambient light levels, causing diminished or obscured views of nighttime skies, can be analyzed qualitatively or through the use of photosimulations (see optional task below).

AECOM will provide input to the project applicant and the project architect on preparation of simulations and/or artist's renderings of the project facilities so that the resulting depictions can be used in the EIR analysis.

#### **Air Quality**

We understand that KD Anderson & Associates will prepare the Air Quality section of the focused EIR. AECOM assumes that the analysis will fully comply with CEQA. AECOM assumes that KD Anderson & Associates will be responsible for the air quality section of the EIR and will respond to the Town or applicant comments and produce any exhibits associated with the air quality section. AECOM also has air quality experts who can assist with this portion of the EIR if desired by the Town, but would require a modification to the scope of work.

#### **Biological Resources**

Documentation of existing biological resources on the project site will be compiled and analyzed, including the California Department of Fish and Game's (DFG) California Natural Diversity Data Base for information regarding sensitive species potentially occurring on the site and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants for information on special-status plants known to occur in the region. Information provided by Gibson & Skordal from the species surveys and preliminary wetland report for the site will also be incorporated. In addition, an arborist report is being prepared by an outside arborist, and AECOM

will incorporate this information into the EIR.

An AECOM biologist will conduct a brief reconnaissance-level survey of the project site and, along with the information obtained from existing sources, will characterize the biological resources present in the vicinity of the project site and evaluate the site's potential to support sensitive biological resources. The biologist will map any special-status species or sensitive habitats detected in the vicinity of the project area, if present. The potential presence of any plant or wildlife species (or their habitat) considered rare, endangered, threatened, sensitive, or otherwise unique by governmental agencies (e.g., DFG, U.S. Fish and Wildlife Service, U.S. Forest Service) or recognized conservation organizations (e.g., California Native Plant Society) in the vicinity of the project site will be described. AECOM will also review and consider a recent review by Brent Helm of previous dry season and wet season species studies.

AECOM understands that Gibson & Skordal has prepared the preliminary wetland delineation for the project site and may be preparing a Section 404 permit if required from USACE. AECOM also has a full staff of botanists, wildlife biologists, and permitting specialists who can assist the project applicant with other permitting needs, if requested, but would require a modification to the scope of work.

#### **Cultural Resources (including archaeological, historic-era, and architectural resources)**

Existing documentation pertinent to the cultural resources in the vicinity of the project site will be compiled, reviewed, and analyzed. We understand that no record search was conducted during work on early development plans in 1995. The cultural resources investigation efforts will include a review of previous archaeological survey and excavation reports, archaeological site records, and formal property listings on file at the North Central Information Center (NCIC) of the

California Historical Resources Information System. AECOM will also contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands Files to determine if any significant traditional cultural use areas are present within or in the vicinity of the project area. The NAHC will also be asked to provide a list of suitable Native American tribal representatives in the region. These organizations and individuals will be contacted via letter and two follow-up phone calls if necessary. An AECOM cultural resources specialist will conduct a brief reconnaissance-level survey of the project site. Because of the proximity of a known Pony Express station near the project site, the potential exists for historic-era remains or a complete evaluation to be needed. If necessary, subsurface testing and evaluation can be added to the scope of work, but is currently not included.

An archaeological inventory will be conducted in accordance with the Office of Historic Preservation's publication Instructions for Recording Historical Resources (1993). California Department of Parks and Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map). Any previously identified sites within the project site will be relocated and evaluated in comparison with the earlier site records.

AECOM will produce a stand-alone cultural resources inventory report that documents the methods and findings of the project site survey. This report will be submitted to the NCIC for inclusion in their archives. This report will describe pre-field research methods including repositories visited and data reviewed, field inventory procedures and results, and a summary of cultural resources identified within the project area. Site records, maps, photographs and appendices to the technical report will be included as appropriate, as well as recommendations for mitigation measures for sites which might be affected by the implementation of the proposed

project. This will involve a brief evaluation of potentially significant resources in accordance with CEQA criteria.

This section of the IS/Proposed MND will include an overview of project area prehistory, ethnography, history, a discussion of previously conducted archaeological and historical studies relevant to the project area, and any significance recommendations for cultural resources identified within and in the immediate vicinity of the proposed project. The section will also provide an assessment of potential impacts to significant cultural resources and mitigation measures designed to reduce impacts to less-than-significant levels.

This scope of work does not include effort to comply with Section 106; this additional level of effort could be associated with a Section 404 permit for the U.S. Army Corps of Engineers and can be added if desired.

**Optional Detailed Archaeological/Architectural Investigations:** Can be added if desired

#### **Greenhouse Gas Emissions**

Although KD Anderson & Associates will prepare the Air Quality section of the IS/proposed MND, this scope of work assumes that the Greenhouse Gas Emissions section will be prepared by AECOM using traffic modeling data, calculations of vehicle miles traveled, and air quality calculations provided by KD Anderson. With the 2010 revisions to the State CEQA Guidelines, an evaluation of greenhouse gas (GHG) emissions is now required in all CEQA documents. Since 2007, with enactment of Assembly Bill (AB) 32, AECOM has been in the forefront of GHG analysis. Our air quality/GHG experts have worked with the California Pollution Control Officers Association (CAPCOA) and the Bay Area Air Quality Management District to develop cutting-edge recommendations for GHG significance thresholds. Our planning staff has prepared climate action plans for numerous jurisdictions throughout the state. We continue to refine our approach to this

important technical area to meet ever-changing state and federal requirements and to provide guidance as well as CEQA adequacy to local jurisdictions.

AECOM will provide a general summary of applicable regulations, including AB 32 and the current state of the science based on the Fourth Assessment Report of the International Panel on Climate Change released February 27, 2007, and reports published by state agencies. AECOM will quantify construction and operational carbon dioxide (CO<sub>2</sub>) emissions associated with implementation of the proposed project, including mobile-source emissions, area-source emissions, and emissions associated with energy consumption. Mobile- and area-source CO<sub>2</sub> emissions will be estimated using the URBEMIS model and CO<sub>2</sub> emissions from energy consumption will be based on the methodology recommended by the California Climate Action Registry's General Reporting Protocol. The analysis will evaluate whether this level of GHG emissions generated by the project constitutes a substantial contribution to the significant adverse cumulative impact of global climate change. Although CO<sub>2</sub> is not the only GHG, the focus of the analysis will be on CO<sub>2</sub> generation, as it is the predominant GHG generated by land use development projects. Moreover, a majority of available data on GHG generation focuses on CO<sub>2</sub>, and CO<sub>2</sub> emission levels would be used to indicate the overall GHG emissions generated by the project.

Mitigation measures that clearly identify timing, responsibility, and performance standards will be proposed, where available and feasible for any adverse effects.

#### Noise

AECOM's in-house noise and acoustics expert will provide the appropriate level of noise analysis to meet the requirements of CEQA. The analysis will include a description of the existing ambient noise environment on and near the proposed project site, based on existing documentation and reconnaissance-level data. AECOM will also review Bollard Acoustical's

study regarding the nearby bell tower. Nearby existing, noise-sensitive receptors (e.g., residences, natural preserve areas) and noise sources will be identified and discussed. This analysis typically includes a quantitative description of the existing ambient noise environment within the vicinity of the proposed project site and at the nearest noise-sensitive receptors through the use of 1-hour and 24-hour noise monitoring using proper noise measurement procedures and the application of accepted noise prediction methodologies.

Potential long-term (i.e., operational) transportation- and nontransportation-source noise impacts are assessed. With respect to transportation noise, an AECOM noise analyst will perform traffic noise modeling based on trip generation traffic volumes obtained from the transportation analysis to be prepared for this project. A Federal Highway Administration-approved traffic noise prediction model (e.g., FHWA RD-77-108) will be used to determine roadway traffic noise levels for existing and existing-plus-project scenarios for affected roadway segments. The analysis will determine if modeled increases to roadway noise levels would adversely affect nearby existing noise-sensitive land uses.

The analysis will include an assessment of long-term noise impacts from proposed nontransportation sources—for this project, anticipated to focus primarily on the bell tower chimes based on reconnaissance data, existing documentation, standard attenuation rates, and modeling techniques. In addition, the compatibility of the proposed project relative to sensitive land use in terms of exterior noise levels with the existing and future predicted noise environments will be addressed. The analysis can also incorporate additional studies provided by the project applicant related to bell tower noise at similar existing sites.

**Optional Noise Studies:** Can be added if desired

### Transportation and Traffic

We understand that the traffic analysis for the proposed project will be completed by KD Anderson & Associates as a subconsultant to the project applicant. AECOM assumes that the analysis will fully comply with CEQA. AECOM assumes that KD Anderson & Associates will be responsible for preparing the transportation and traffic section of the IS/Proposed MND and will respond to the Town or applicant comments and produce any exhibits associated with the transportation and traffic section. In addition, to allow AECOM to prepare an adequate evaluation of greenhouse gas emissions, we request that KD Anderson provide a calculation of vehicle miles traveled resulting from the proposed project.

### Alternatives to the Proposed Project

As required under CEQA, the focused EIR will evaluate a No-Project Alternative and alternatives to the proposed project that would reduce or avoid significant impacts. AECOM will work with the Town planning staff and project applicant to identify and describe up to three alternatives, possibly including a modified on-site alternative and an off-site alternative. These alternatives will be evaluated at a lesser level of detail than the proposed project, as allowed by CEQA, but will include sufficient level of detail to allow a comparison of impacts. One 2-hour meeting between AECOM, the Town planning staff, and the project applicant will be dedicated to devising the alternatives for analysis in the EIR.

### Cumulative Impacts

AECOM will work with the Town planning staff to identify a list of past, present, and reasonably foreseeable future projects that will be evaluated along with the proposed project to determine the presence of cumulative impacts. This analysis will rely on a combination of the project list and a comparison to the Town's general plan. For each topic area included in the focused EIR, the analysis will determine whether a significant cumulative impact exists and, if so, whether the proposed project would have a

cumulatively considerable contribution to that significant impact.

### Growth-Inducing Impacts

AECOM will evaluate the potential for the proposed project to result in growth, planned or unplanned, in Loomis as required under CEQA.

### Document Synthesis

Following completion of the various sections identified above, AECOM will compile the administrative draft focused EIR into a complete document containing the following pieces:

- Table of Contents
- Executive Summary
- Introduction
- Project Description
- Environmental Setting, Impacts, and Mitigation Measures
- References
- List of Preparers

Prior to submittal, the document will undergo a thorough internal Quality Assurance/Quality Control (QA/QC) review following AECOM's standard process and ISO-9001 certification procedures. The administrative draft focused EIR will be provided to the Town and the project applicant (at the direction of the Town, as CEQA lead agency) for review and comment.

In addition to a meeting to identify alternatives (described above), this scope of work includes one review meeting following preparation of the focused EIR to receive comments and revisions.

### EIR Task 4 Summary:

- **Deliverables:** Administrative Draft focused EIR (2 hard copies, 1 electronic copy in MS Word format)
- **Meetings:** One review meeting with the Town and project applicant to be attended by project manager; one meeting to identify alternatives to the proposed project

### EIR Task 5. Public Draft Focused EIR

AECOM will incorporate comments from the Town and the project applicant to create the public draft focused EIR. AECOM will file 15 CD copies of the public draft IS/proposed MND (including executive summary) with the State Clearinghouse and prepare 20 CDs for public distribution. AECOM will prepare 5 printed copies for internal Town use, and 5 printed copies for use by the project applicant, for a total of 35 CDs and 10 printed copies. In addition, AECOM will prepare a Notice of Completion (NOC) for the State Clearinghouse and a Notice of Availability (NOA) for use by the Town. This scope of work assumes that the Town will be responsible for publishing the NOA for the project in the appropriate newspaper(s). This scope of work also assumes that the Town will distribute copies of the NOA to appropriate parties via certified mail. AECOM's convenient Sacramento location can ensure quick delivery to the State Clearinghouse. The Town will be responsible for delivering copies to the Placer County Clerk in Auburn.

During the 45-day public review period, AECOM will attend one public meeting to assist the Town in gathering comments on the EIR. AECOM will provide a brief presentation of the CEQA process and the information provided in the draft focused EIR. Public and agency comments will be recorded by a notetaker for reference inclusion in the final EIR.

#### EIR Task 5 Summary:

- **Deliverables:** Public draft focused EIR (15 CDs to State Clearinghouse, 20 CDs for public distribution by AECOM, 5 printed copies for internal Town use, 5 printed copies for project applicant, and 1 electronic copy in Adobe PDF format)
- **Meetings:** One public meeting

### EIR Task 6. Prepare Responses to Comments, Final EIR, and MMRP

Following the 45-day public review period on the draft focused EIR, AECOM will review comment letters and comments provided at the public meeting and will prepare responses to

all comments on significant environmental issues. AECOM will prepare an administrative final EIR that includes the responses to comments, any new information regarding the project obtained during the comment period, an errata section that indicates changes to the text of the draft focused EIR, and a draft mitigation monitoring and reporting plan (MMRP).

Because it is difficult to predict the nature and extent of comments that will be received on the draft focused EIR, this scope of work assumes that a total of 40 hours of technical work will be required to respond to comments. If an initial review of comments indicates that additional budget and time are needed, AECOM will notify the Town and project applicant and discuss the need for an amendment to scope and budget.

AECOM will provide the Town planning staff and project applicant with two hard copies and one electronic copy of the administrative final EIR and MMRP for review and comment. Revisions will be discussed at a meeting, following which AECOM will prepare the final EIR and MMRP. AECOM will distribute copies of responses to agency comments at least 10 days before a decision is considered on the project; an additional 20 hard copies and 2 CDs will be provided to the Town and project applicant for distribution.

#### EIR Task 6 Summary:

- **Deliverables:** Administrative final EIR (2 hard copies, 1 electronic copy); final EIR (20 hard copies, 2 CDs)
- **Meetings:** One meeting to review comments on the administrative final EIR

### EIR Task 7. Prepare Findings of Fact and Statement of Overriding Considerations (if required)

AECOM will prepare a draft version of the Findings of Fact for review and use by the Town's legal counsel during the public hearings and project approval. If desired, AECOM can revise the Findings of Fact in response to counsel's comments and provide a final version.

If the EIR identifies impacts that cannot be mitigated to a less-than-significant level and therefore remain significant and unavoidable, AECOM will prepare a draft Statement of Overriding Considerations (SOC) for review and use by the Town's legal counsel. AECOM can revise the SOC in response to comments and provide a final version for use during the public hearings and project approval.

#### EIR Task 7 Summary:

- **Deliverables:** Draft and final versions of the Findings of Fact and SOC (electronic versions)
- **Meetings:** None

#### EIR Task 8. Attend Public Hearings and File NOD

The AECOM project manager will attend up to two public hearings before the Town Council and/or Planning Commission to answer any questions that may arise regarding the environmental analysis or the CEQA process.

Within 5 days following the public hearing, if the Town adopts the EIR and approves the project, AECOM will prepare and file the Notice of Determination (NOD) for the project in accordance with CCR Section 15075 of the State CEQA Guidelines. This scope of work assumes that the Town will provide AECOM with a check to cover the DFG filing fee (\$2,839.25 for an EIR effective January 1, 2011).

#### EIR Task 8 Summary:

- **Deliverables:** NOD delivered to SCH within 5 days of project approval
- **Meetings:** Two public hearings with the Town Council and/or Planning Commission to be attended by the project manager

#### EIR Task 9. Project Management and Coordination

To ensure clear and efficient communications on project issues, the AECOM project manager will coordinate with the Town planning staff and the project applicant (at the Town's direction as CEQA lead agency) in accordance with the protocols established at the project startup meeting. Brief weekly or biweekly check-in calls will be conducted as needed to keep all team members informed of information

gaps, new analysis, or issues of concern; a brief email summary of each check-in will be provided to all participants. This aspect of the project will be key for coordination among members of the project consultant team as the project continues to develop. Monthly billing statements will include a brief list of tasks completed during the billing period and anticipated to be completed in the upcoming period.

#### EIR Task 9 Summary:

- **Deliverables:** Check-in call summary (email); monthly billing task list
- **Meetings:** Weekly or biweekly calls (as project needs indicate)

#### Fiscal Analysis (for IS/MND or EIR)

A fiscal analysis for the project would be necessary, whether an IS/MND or an EIR is prepared for the project. Please see Appendix A for AECOM's Economics Practice's detailed scope of work, schedule, and cost estimate.

## Schedule

Based on the assumptions described above in the IS/MND scope of work, AECOM can prepare an IS/MND according to the following schedule.

### Schedule to Prepare IS/MND for the DSMME Convent Project, Loomis, CA

Project Milestone	Approx. Date (weeks)
Notice to Proceed	April 11, 2011 (0)
Project Startup Meeting	April 18 (1)
Project Description	May 2 (2)
Administrative Draft IS/NOP	May 30 (4)
Draft IS/NOP Published	June 20 (3)
Public Review Period (30 days)	Ends July 20
Responses to Comments	August 10 (3)
Public Hearing	TBD

Based on the assumptions described above in the EIR scope of work, AECOM can prepare a focused EIR according to the following schedule.

### Schedule to Prepare EIR for the DSMME Convent Project, Loomis, CA

Project Milestone	Approx. Date (weeks)
Notice to Proceed	April 11, 2011 (0)
Project Startup Meeting	April 18 (1)
Project Description	May 2 (2)
Administrative Draft IS/NOP	May 30 (4)
Draft IS/NOP Published	June 20 (3)
Public Review Period (30 days)	Ends July 20
Administrative Draft Focused EIR	Aug. 17 (4)
Public Draft Focused EIR Published	Sept. 14 (4)
Public Review Period (45 days)	Ends Oct. 29
Administrative Final EIR	Nov. 19 (3)
Final EIR, SOC, Findings of Fact	Dec. 10 (3)
Public Hearings	TBD

## Cost Estimate

Based on the assumptions included in the scope of work above, AECOM can prepare an IS/Proposed MND for the DSMME Convent Project for a not-to-exceed total of \$72,815 including the additional alternatives analysis. Please see Appendix B for a detailed spreadsheet.

### Cost Estimate to Prepare IS/MND for the DSMME Convent Project, Loomis, CA

Task	Cost
1: Project Startup	\$1,880
2: Project Description	\$3,800
3: Administrative Draft IS/Proposed MND	\$35,595
[Additional alternatives discussion]	\$1,500
4: Public IS/Proposed MND	\$3,970
5: Responses to Comments	\$3,960
6: Project Management and Meetings	\$4,660
Total AECOM Labor	\$54,365
Direct Costs (including fiscal analysis)	\$17,459
Total for IS/MND	\$72,815

Based on the assumptions included in the scope of work above, AECOM can prepare a focused EIR for the proposed project for a not-to-exceed total of \$114,135. Please see Appendix C for a detailed spreadsheet.

### Cost Estimate to Prepare EIR for the DSMME Convent Project, Loomis, CA

Task	Cost
1: Project Startup	\$1,880
2: Project Description	\$3,800
3: Prepare IS/NOP	\$25,825
4: Administrative Draft Focused EIR	\$34,870
5: Public Draft Focused EIR	\$3,790
6: Prepare Final EIR	\$10,860

7: Prepare SOC and Findings of Fact	\$3,600
8: Public Hearings	\$1,300
9: Project Management and Meetings	\$7,760
Total AECOM Labor	\$93,685
Direct Costs (including fiscal analysis)	\$20,450
Total Cost for EIR	\$114,135



AECOM  
515 South Flower Street  
Ninth Floor  
Los Angeles, CA 90071  
www.aecom.com

213.593.7700 tel  
213.593.7715 fax

EXHIBIT "A-2"

April 5, 2011

Kathy Kerdus, Planner  
Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650

**Re: Fiscal Impact Study of a Proposed Land Use Change (DSMME Loomis Priory)**

Dear Ms. Kerdus:

Debra Lilly asked me to provide you with a scope and cost estimate to prepare a fiscal impact study for the DSMME Loomis Priory project. She and I discussed the project and the desired study with Perry Beck last week. I am pleased to present this proposal to assist the Town of Loomis with the evaluation of a proposed change in land use from residential/mixed use to nonprofit institution use (a use that does not generate property taxes).

Please find the scope of work below, as well as a schedule and cost estimate to complete this analysis.

We appreciate the opportunity to work with Town staff and the Applicant's project team to provide a fiscal impact study that informs the Loomis Town Council's decision regarding the Applicant's proposal.

If you have any additional questions or comments, we would be happy to provide additional information for you and we look forward to working with you on this exciting effort.

Yours sincerely,

Alexander Quinn  
Director of Sustainable Economics, Americas Region  
D +1 415.955.2982

## **Scope of Work**

Fiscal impacts in the context of this analysis refer to annual impacts to the Town's General Fund revenues and expenditures a project build-out once the proposed project has reached stabilized operations.

### ***Task 1: Project orientation and data collection***

The analysis depends on market assumptions regarding value, operations, and performance of the proposed project vs. the baseline use. In order to develop these assumptions, AECOM will tour the project site, and meet with the client team to collect and review:

- The proposed site plan and program for the convent
- The general activity and spending behavior of the end users and any information regarding anticipated users of the facility in addition to the convent inhabitants
- Information regarding existing uses at the site
- Information regarding potential uses at the site under existing zoning and other applicable law
- Existing economic studies and recent applicable fiscal analyses (if any)
- Town budget and tax data applicable to the analysis
- Current capacity and performance levels for local services (police, fire, etc.)

Note that the information above requires Town participation. Specifically, AECOM requires the Town Budget and some direction on the alternative end use before it can develop its model.

*Deliverable 1:* Key information will be compiled into table(s) summarizing baseline use and proposed project development scenarios at the project site. These will be shared with the client team as an interim working product for review at the completion of this task.

### ***Task 2: Fiscal Impact Analysis***

AECOM will analyze the Town's annual budget to review fiscal revenues and expenses. We will also supplement the available materials as necessary with interviews of the financial managers and departmental contacts to determine if there are any inherent economics of scale or extraordinary circumstance. The results will provide updated baseline revenues, costs, and service standards for the existing Town service functions (e.g., fire, police, etc.).

Using these service standards, we will develop cost ratios for each General Fund budget category or department based on a pro-rata factor. We will also determine other potential recurring costs generated by each scenario to apply to the analysis. All fiscal costs will be present in constant dollars for expenditures required to maintain the current level of services provided by the Town.

AECOM will analyze direct tax revenues generated by the proposed project. Revenue projections will be based on the operating assumptions and programs developed in Task 1. Assessed value based on either construction cost or sales price will be used to estimate property revenues. Fiscal revenues will potentially include:

- Property Tax
- Sales Tax
- Utility Tax
- Other applicable taxes and fees, if any



AECOM will then compare the General Fund fiscal revenues and cost impacts to determine net annual fiscal impacts (revenues less expenditures) resulting from the proposed project. This fiscal impact will be compared to the baseline use at the site.

*Deliverable 2:* AECOM will develop a draft memorandum summarizing our approach, key assumptions, and findings. Relevant background material will be included as an appendix to the report.

### **Task 3: Reporting**

Town staff will have one opportunity to review and comment on the draft memorandum delivered in Task 2. AECOM will respond to client comments and then revise and deliver a final report.

Requests for revisions or changes to the final report will require an add-service amendment to the contract.

*Deliverable 3:* Final report

### **Meetings & Presentations**

We have budgeted time for one site visit and up to three 1-hour conference calls with the client to review assumptions and inputs to the analysis, discuss work-in-progress, resolve miscellaneous questions, and address . AECOM will attend additional meetings or presentations, at the request of the client, on a time and materials basis.

### **Schedule**

We will submit the draft impact report within approximately 4 weeks of receiving the signed contract agreement and retainer, assuming requested data is made immediately available. We will submit the final report within 2 weeks of receiving comments on the draft report.

### **Cost**

The fee for this proposed scope of work is \$15,000, plus direct reimbursable expenses not-to-exceed \$600, for a not-to-exceed total of **\$15,600**.

### **Standard Proposal Addendum**

It is understood by the client that AECOM Technical Services, Inc., (AECOM) can make no guarantees concerning the recommendations which will result from the proposed assignment, since these recommendations must be based upon facts discovered by AECOM during the course of the study and those conditions existing as of the date of the report. To protect you and other clients, and to ensure that the research results of AECOM's work will continue to be accepted as objective and impartial by the business community, it is understood that our fee for the undertaking of this project is in no way dependent upon the specific conclusions reached or the nature of the advice given by us in our report to you.

It is agreed by the client that the report is not to be used in conjunction with any public or private offering of debt or equity securities without prior written consent.



It is further agreed that the client will indemnify AECOM against any losses, claims, damages and liabilities under federal and state securities laws which may arise as a result of statements or omissions in public or private offerings of securities.

It is agreed by the client that payment for the services of AECOM is due upon receipt of the invoice; that full payment is due upon receipt of the completed report; and that AECOM has the right to withhold delivery of the final report pending receipt of any overdue payments.

In the event any invoice is not paid within 30 days after rendering of the invoice it shall commence bearing interest on the date the invoice was rendered at the rate of 18 percent per annum (or such lesser rate as may be the maximum interest permissible under applicable law) and the client agrees to pay all accrued interest, together with the charges for services rendered as provided for in this agreement. In addition, should an unpaid invoice be referred to our attorneys for collection, the client agrees to pay their reasonable fee for such work, as well as any costs of suit that may be incurred. This Agreement may be terminated by either Client or AECOM by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay AECOM for services and Reimbursable Expenses performed or incurred prior to the termination date.

It is further agreed by the client that the report is not to be relied upon by third parties and that no abstracting of the report will be made without first obtaining the permission of AECOM.

It is understood by AECOM that the findings of this report are the proprietary property of the client and they will not be made available to any other organization or individual without the consent of the client.

This proposal will remain in force for a period of 60 days from the date shown hereon.





EXHIBIT \_\_

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

By: [Title]

Excerpt of Minutes from February 8, 2011 Town Council Meeting on Regina Coeli Priory

10. Authorize Contract With Environmental Consultant For The Regina Coeli Priory At Southwest Corner of Barton And Rocklin Roads And Waive The Bid Requirement APPROVE

Councilmember Liss stated the following:

- he understood that new major projects need to go to Council for general feedback on the project before they get too far along in the development, design and spending a lot of money and time
- it's not clear what the project description is, why waive the bid requirement, and what is the policy

Kathy Kerdus, Planning Director, stated the following:

- the project before you is consistent with the General Plan and the Zoning
- the bid waiver was asked because they were on the approved list of consultants established by the Town a number of years ago
- we are only in the information gathering process at this time and this is the standard way the Town has handled these in the past
- a scoping meeting can be done if the Council wishes and that is where people can voice their opinion

Perry Beck, Town Manager, noted the following:

- the money does not come from the Town, the Developers pay for the environmental review documents
- the issues that Councilmember Liss talked about would all be covered in an environmental report
- the primary reason for an environmental report is to provide information by which decisions can be made
- You first receive the project then the public input is received at a scoping meeting
- a project must be complete before it is technically a project

Councilmember Ucovich pointed out that public input should be received prior to any environmental document is created.

Councilmember Scherer stated he preferred some type of community workshop on this project.

Roger Smith, 6755 Wells Avenue, stated the following:

- supports a scoping session prior to the project getting to far down, maybe the wrong track
- the Open Space Committee report identified this property in their report as an area we pay close attention in what we do because this is one of the key entries for the Town coming from Rocklin
- this is a project that we should do all the best practices we can possible put together

Following further discussion on the matter, Council directed staff to continue this item and set up a workshop meeting and to extend the noticing to not only the 300 foot noticing but to all of the RA district, St. Francis Woods and Montclair.