



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving a Contract Amendment Agreement with AECOM Technical Services for the Development of the Climate Action Plan

**MEETING DATE:** June 19, 2013

**PREPARED BY:** Community Development Department

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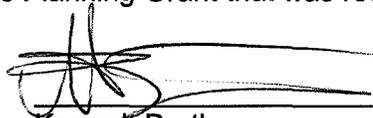
**RECOMMENDED ACTION:** Adopt Resolution approving a Contract Amendment Agreement with AECOM Technical Services for the development of the Climate Action Plan.

**BACKGROUND INFORMATION:** On February 15, 2012, the City Council authorized the City Manager to award a contract to AECOM Technical Services, of Sacramento, for the development of the Climate Action Plan, in an amount that was not to exceed \$120,000.

On March 23, 2012, the City entered into a contract with AECOM that would terminate upon the completion of the Scope of Services, or April 1, 2013, whichever occurred first. On March 20, 2013, the City Council authorized the extension of the contract from April 1, 2013 to May 31, 2013. The development of the Climate Action Plan is still underway, but taking longer than expected and was not able to be completed by May 31<sup>st</sup> as originally expected. The City and AECOM feel it is necessary to extend the contract term to December 31, 2013, in order to give adequate time for completion and approval of the Climate Action Plan.

**FISCAL IMPACT:** The Amendment shall not increase the compensation called for in paragraph 3.1 of the Contract, so there is no fiscal impact.

**FUNDING AVAILABLE:** The project is funded for \$120,000 from an allocation from the Sustainable Communities Planning Grant that was received in 2010.

  
\_\_\_\_\_  
Konradt Bartlam  
Community Development Director

KB/jw  
Attachment

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APPROVED:

  
\_\_\_\_\_  
Konradt Bartlam, City Manager

CONTRACT AMENDMENT #2 TO AGREEMENT

AECOM Technical Services

THIS CONTRACT AMENDMENT made and effective this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and AECOM Technical Services, hereinafter called "Contractor."

WITNESSETH:

- 1. CONTRACT: Contractor and City, entered into a contract for AECOM Technical Services, on March 26, 2012. Contractor and City now desire to extend the term of the contract.
- 2. FIRST AMENDMENT: Contractor and City, entered into a contract amendment commencing on April 1, 2013 and terminating May 31, 2013.
- 3. TERM AND TERMS: The term of the second Amended Contract shall be for the period commencing on May 31, 2013 and terminating December 31, 2013. All other terms and conditions, including compensation paid to Contractor, will remain as set forth in the Contract for AECOM Technical Services, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
- 4. This Amendment shall not increase the compensation called for in paragraph 3.1 of the Contract.

CITY OF LODI, a municipal corporation

CONTRACTOR

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

\_\_\_\_\_  
AECOM Technical Services

Attest:

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

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

\_\_\_\_\_  
RANDI JOHL  
City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney



CONTRACT AMENDMENT AGREEMENT

AECOM Technical Services

THIS CONTRACT AMENDMENT made and effective this 7 day of May, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and AECOM Technical Services, hereinafter called "Contractor."

WITNESSETH:

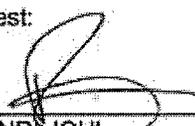
1. CONTRACT: Contractor and City, entered into a contract for AECOM Technical Services, on March 26, 2012. Contractor and City now desire to extend the term of the contract.
2. TERM AND TERMS: The term of the Amended Contract shall be for the period commencing on April 1, 2013 and terminating May 31, 2013. All other terms and conditions, including compensation paid to Contractor, will remain as set forth in the Contract for AECOM Technical Services,, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. This Amendment shall not increase the compensation called for in paragraph 3.1 of the Contract.

CITY OF LODI, a municipal corporation

CONTRACTOR

  
 \_\_\_\_\_  
 KONRADT BARTLAM  
 City Manager

  
 \_\_\_\_\_  
 AECOM Technical Services

Attest:  
  
 \_\_\_\_\_  
 RANDI JOHI  
 City Clerk

By: Steven I. Heipel  
 \_\_\_\_\_  
 Title: Managing Director  
 \_\_\_\_\_

Approved as to Form:  
  
 \_\_\_\_\_  
 JANICE D. MAGDICH  
 Deputy City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on March 26, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and AECOM Technical Services, Inc. (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the development of a Climate Action Plan for the City of Lodi (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

**Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on March 20, 2012 and terminates upon the completion of the Scope of Services or on April 1, 2013, whichever occurs first.

**ARTICLE 3  
COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages to the extent arising out of the negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or employee of the City or officer, authorized assistant, or agent or employee of the CONTRACTOR shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                   City of Lodi  
                                  221 West Pine Street  
                                  P.O. Box 3006  
                                  Lodi, CA 95241-1910  
                                  Attn: Joseph Wood

To CONTRACTOR:       AECOM Technical Services, Inc.  
                                  2020 L Street, Suite 400  
                                  Sacramento, CA 95811  
                                  Attn: Jeff Goldman, Principal

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning

whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:



RANDI JOHL  
City Clerk

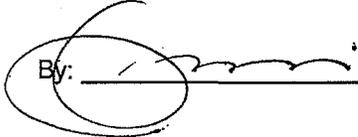


KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney

JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR:  
AECOM Technical Services, Inc.

By: 

By: 

Name: ALLEN FOLKS  
TITLE: Vice-President

**Attachments:**

**Exhibit A – Scope of Services**

**Exhibit B – Fee Proposal**

**Exhibit C – Insurance Requirements**

**Exhibit D – Federal Transit Funding Conditions (if applicable)**

Doc ID:

CA:rev.09.2011

# 04

## Scope of Work

Our proposed scope of work is organized into five tasks as presented below.

### TASK 1. PROJECT MANAGEMENT

While AECOM, UC Davis Studio 30, and Nelson/Nygaard will all play important roles in the development of the City's Climate Action Plan (CAP), AECOM will be responsible for oversight and management of the work program and project team. AECOM will be accountable to the City for the quality and completeness of work products. AECOM will regularly consult and communicate with City staff to ensure efficient and effective completion of the work program.

#### 1.1 Project Management and Meetings with City Staff

AECOM will provide project management and administrative services to track project progress, maintain schedule and budget, and respond to requests for information. AECOM will coordinate with City staff to plan and participate in an initial project kick-off meeting to discuss project management expectations and confirm work program milestones and schedules. We recommend that staff from Community Development, Public Works, Lodi Electric Utility, and the City Manager's office attend this kick-off meeting. This session will also be a valuable opportunity for the consultant team to hear first-hand about any specific goals or potential challenges identified by City staff, as well as to discuss methodology and collect policy and program details that will help inform the existing policy and program review. This meeting also provides an opportunity to identify key contacts and delivery partners as well as potential organizations, community groups, and stakeholders to engage in the process. AECOM's project director and project manager, faculty from the University of Davis Studio 30 program (Studio 30), and Nelson/Nygaard staff will attend the kick-off meeting.

The kick-off meeting also provides an opportunity for City staff and the consultant team to identify data sources and other resources to be used in the CAP, to brainstorm ideas, and to learn more about the City. We will work with the City to collect existing data and to review available documents and plans, including:

- electronic copies of documents such as the General Plan, zoning code, design guidelines, master plans and specific plans, recent EIRs, Lodi Electric Utility

reports, and other related studies;

- GIS files including land use designations and zoning districts, assessor or parcel data, roads, environmental resources layers, and other files; and
- contact information for City department heads and key staff.

This task also includes up to seven (7) additional coordination meetings with City staff beyond the kick-off meeting. At these meetings, we will develop and refine preliminary portions of the CAP, review City comments on draft materials, prepare for upcoming public workshops, and review overall project progress. Additionally, the AECOM project manager will facilitate progress status conference calls every two weeks with the City's project manager. Other AECOM, Studio 30, and Nelson/Nygaard staff will attend as necessary.

*Team Responsibilities: AECOM will provide project oversight and management and serve as lead contact. AECOM staff, Nelson/Nygaard staff, and Studio 30 faculty will attend the kick-off meeting. Nelson/Nygaard staff and Studio 30 faculty will also be available as needed for additional project meetings.*

#### **Meetings and Work Products:**

- One (1) kick-off meeting
- Up to seven (7) additional project management meetings
- Bi-weekly (every two weeks) progress status conference calls

## **TASK 2. BASELINE GHG INVENTORY / PROJECTIONS**

### **2.1 Review Existing Communitywide GHG Inventory and Projections**

The consultant team has completed a preliminary review of the communitywide GHG emissions inventory (base year 2008) and projections (2030) prepared for the City as part of the General Plan EIR process. As noted in the project approach, we anticipate revisions to the baseline inventory or 2030

projections based on our preliminary review. The consultant team will discuss with City staff the pros and cons of revising the inventory and projections for purposes of the CAP at the project kick-off meeting. It will also be necessary to prepare communitywide emission projections for 2020, the Assembly Bill 32 target year, and municipal emissions projections for 2020 and 2030. The CAP will also describe the relationship of the municipal and communitywide emissions.

The consultant team will update the communitywide 2008 inventory and 2030 projections, develop 2030 projections for municipal emissions (derived from the municipal emissions inventory prepared by the Great Valley Center), and develop 2020 projections for both municipal and communitywide emissions based on growth factors (e.g., population, employment, electricity demand forecasts, water demand projections) supplied by the City. We will supply to the City a list of required data prior to the update. The City will provide access to all files and information associated with the current emissions inventory. This task also assumes that the municipal emissions inventory and projections will be completed by the Great Valley Center according to the Local Government Protocol and that the City will provide access to files and information supporting the municipal inventory.

The 2030 emissions projections prepared for the General Plan update take into account some of the federal and State legislative and regulatory actions that will reduce GHG emissions (i.e., renewable energy portfolio standards, vehicle fuel efficiency and fuel carbon standards). The consultant team will evaluate additional State and federal actions including, but not limited to, California's current and future building energy efficiency standards (Title-24), appliance efficiency standards (Title-20), federal and State lighting efficiency standards, and State water conservation mandates (Senate Bill-7X). These federal and State actions will be applied to the 2020 projections as well and be credited toward the City's overall emission reduction efforts.

AECOM team member Nelson/Nygaard will compile a transportation-related GHG inventory, and develop two horizon-year VMT and transportation related GHG

estimates (for example, estimates for VMT to and within Lodi and all GHG emissions occurring within City boundaries by 2020 and 2030). The City of Lodi travel demand model was developed and calibrated in 2007, and was used in the City's General Plan update. The General Plan analysis includes a baseline figure for citywide VMT and a projection of VMT at full development of the General Plan (the year 2030). An interim horizon year estimate (2020) for VMT and GHG emissions will be calculated by using the phasing of development scheme outlined in the City General Plan (Phases I, II, and III), in tandem with conversations with City staff regarding the potential timeline for development and infrastructure improvements. Given current economic conditions, it is likely more growth will occur between 2020 and 2030 than between the baseline year and 2020. Policy C-G10 of the General Plan directs the City to "reduce greenhouse gas emissions to 15% below 2008 levels by 2020." This target is consistent with current State recommendations for 2020 and requires no revision. The General Plan does not, however, set explicit targets for 2030 or 2050. As part of this task, we will work with City staff to identify defensible and achievable GHG reduction targets for these years. The consultant team will provide a memorandum that describes State guidance relevant to target setting of medium and long-term horizons.

*Team Responsibilities: With technical oversight from AECOM and Nelson/Nygaard, Studio 30 students will evaluate and update the communitywide GHG inventory and evaluate or prepare projections as described above for 2020 and 2030. AECOM and Nelson/Nygaard staff will review all materials produced prior to submittal to the City.*

**Meetings and Work Products:**

- Communitywide inventory and projections review and update memorandum
- GHG reduction target recommendation memorandum

### TASK 3. PUBLIC OUTREACH

The following subtasks describe our proposed comprehensive public education and outreach program. These tasks include community workshops, a joint Planning Commission/City Council study session to review preliminary CAP measures, and attendance of two public hearings regarding the Draft CAP with the Planning Commission and City Council.

#### 3.1 Community Stakeholder Meeting

The community stakeholder meeting will be designed to promote an inclusive public process reflecting the diversity of opinions in Lodi. The consultant team, working with City staff, will identify key community stakeholders (i.e., Lodi Chamber of Commerce) and conduct a meeting to solicit input regarding CAP measures, targets, and overall approach. The meeting will also serve as an opportunity for the City to convey its approach to climate action planning. This meeting will occur at an early stage in the planning process to ensure effective integration of this input. The consultant team will prepare meeting materials and facilitate a forum to collect stakeholder opinions.

*Team Responsibilities: AECOM, will prepare community meeting materials. AECOM staff and Studio 30 faculty will attend, facilitate, and summarize the meeting.*

**Meetings and Work Products:**

- One (1) community stakeholder meeting, with summarized stakeholder comments

#### 3.2 Public Meeting

The public meeting will occur one-third of the way through the project, after preliminary GHG reduction measures have been developed. The meeting will provide background on why Lodi is developing a CAP and review the communitywide and municipal GHG inventories and preliminary GHG reduction measures. A key objective will be to promote input into the plan and gain feedback on the measures. The workshop will focus on engaging participants in the conversation through breakout group discussions that focus on GHG emissions sectors and preliminary measures. The breakout sessions will also allow the small groups to discuss ideas for preliminary measures.



## Land Use + Transportation

How land use and transportation infrastructure are arranged within a community strongly influences whether residents choose to walk, bike, use public transit, or drive. Pedestrian- and transit-oriented land uses, improved walking and biking infrastructure, improved alternative transportation incentives, and other strategies to reduce single-occupancy vehicle use will be critical to achieving the City's GHG reduction goals.

Implementation of Pedestrian and Bicycle Master Plan	GHG Reduction (MT CO <sub>2</sub> e/yr)	Cost to City	Cost to Resident or Business	Savings to Resident or Business
<ul style="list-style-type: none"> <li>Continue build-out (up to 25 percent build-out) of the Pedestrian and Bicycle Master Plan by 2020.</li> <li>Conduct an outreach study to determine existing challenges, opportunities, and priority investments.</li> </ul>	700	High	N/A	Very Low
Transportation Demand Management	GHG Reduction (MT CO <sub>2</sub> e/yr)	Cost to City	Cost to Resident or Business	Savings to Resident or Business
<ul style="list-style-type: none"> <li>Union City Transportation Management Association</li> <li>Encourage employees to subsidize transit</li> <li>Enhance ride-share infrastructure to facilitate community participation.</li> </ul>	540	Medium	Medium-High	Medium-High
Neighborhood Commercial Districts	GHG Reduction (MT CO <sub>2</sub> e/yr)	Cost to City	Cost to Resident or Business	Savings to Resident or Business
<ul style="list-style-type: none"> <li>Enhance existing neighborhood-serving commercial centers in the city to increase residents' access to daily goods and services and encourage the development of mixed-use centers along the City's major corridors, where appropriate.</li> </ul>	260	Medium	N/A	Low
Transit-Oriented Development	GHG Reduction (MT CO <sub>2</sub> e/yr)	Cost to City	Cost to Resident or Business	Savings to Resident or Business
<ul style="list-style-type: none"> <li>Continue supporting transit-oriented development in the Intermodal Station District and adjacent areas.</li> </ul>	6,810	High	N/A	Low



Community meeting board for the Union City CAP

We also suggest that City website provide an avenue for the public to provide input regarding the planning process. The consultant team could assist in developing an appropriate social media site for this purpose.

We recommend a town-hall meeting or open-house format for the meeting, lasting approximately two (2) hours. Given the City's attendance target for this meeting (50 – 100 participants), the venue selected by the City should be large and flexible to support an interactive format. The first portion of the workshop will consist of an overview presentation and facilitated question and answer session and allow participants to review information about climate change, its nexus to the City's sustainable planning efforts, and community sectors that contribute to GHG emissions. AECOM will develop information materials and display boards for up to four stations. Opportunities for one-on-one dialogue with staff and consultants will be offered and public comments/ input will be recorded at each station.

The second portion will allow participants to participate in 3 - 5 break-out groups exploring different GHG reduction strategies within each sector (i.e., land use and transportation; buildings and energy; waste, water, and green infrastructure). The group discussion could also address the rationale for their recommendation, effective contribution toward the GHG reduction target, and economic costs and benefits. Following the workshop, the boards prepared for each station may be used by the City as "static" displays that can be assembled at City buildings, public libraries, community centers or other public spaces to encourage further input.

*Team Responsibilities: AECOM will prepare the public meeting materials. AECOM and Nelson/Nygaard staff will attend, facilitate, and summarize the meeting.*

### Meetings and Work Products:

- One (1) public meeting, with 1 presentation, and poster boards and fact sheets for up to four open house stations

### 3.3 Planning Commission/City Council Study Session

We have found through experience on past projects that early feedback from the Planning Commission and City Council is a valuable way to ensure that the CAP responds directly to community concerns and minimizes potential for surprise during the public hearing process. At this joint study session, we will review the priority emission reduction measures prior to drafting the Administrative Draft CAP. We will provide a list of prioritized measures (as described in measure 4.5.A) and a summary presentation to be used at the meeting and will be available to respond to comments and questions as requested by staff. We will be available to answer questions and take notes on desired modifications to the plan.

*Team Responsibilities: Up to two AECOM staff, one Nelson/Nygaard staff, and Studio 30 faculty will attend the joint study sessions.*

#### Meetings and Work Products:

- Preparation, attendance, and presentation for one (1) Planning Commission/City Council joint study session

### 3.4 Attend Public Hearings

AECOM will present the CAP and respond to public and decision-maker comments and questions at up to two (2) public hearings. We anticipate that these hearings will occur before the Planning Commission and City Council. The work scope assumes that two AECOM staff members will be present at each meeting.

*Team Responsibilities: Up to two AECOM staff will attend the public hearings and be available to answer questions.*

#### Meetings and Work Products:

- Up to two (2) AECOM staff attend and present at up to two (2) public hearings

## TASK 4. GREENHOUSE GAS REDUCTION STRATEGIES AND GOALS

This task consists of identifying existing policies and programs that already reduce municipal and communitywide GHG emissions; identifying potential emission reduction measures, and evaluating the technical, economic and political feasibility of these measures. This task culminates in the Planning Commission/City Council joint study session identified as Subtask 3.3 above, prior to preparation of the administrative draft CAP.

### 4.1 Review of Existing Policies and Programs

The review of City and Lodi Electric Utility policies and programs will ensure the consultant team understands the full range of existing activities in Lodi affecting both municipal and communitywide GHG emissions. This task consists of desktop review of existing plans, policies, and programs across the main sectors of building energy, waste, water, transportation and land use, green infrastructure, and agriculture. It will also be important to be aware of activities and measures being planned in adjacent cities in San Joaquin County and within the region, to maximize opportunities for partnership and collaboration. Two (2) meetings with City staff, Lodi Electric Utility representatives, and regional agencies will help clarify any particularly successful or underperforming programs and identify lessons learned for the CAP. The existing policy and program review will be incorporated into a document that identifies existing strengths and weaknesses, and future opportunities and constraints related to municipal and communitywide emission reductions.

Where established quantification methodologies are available, the consultant team will quantify the emissions reduction potential of these existing policies and programs. These reductions will be identified as current achievements within the CAP.

*Team Responsibilities: With oversight from AECOM, Nelson/Nygaard, and Studio 30 faculty, Studio 30 students will conduct the review of existing policies and programs. Studio 30 students will prepare the summary Strengths, Weaknesses, Opportunities and Constraints report.*

**Meetings and Work Products:**

- Two (2) meetings with City and Lodi Electric Utility staff to review existing policies
- Strengths, Weaknesses, Opportunities and Constraints document summarizing findings of Tasks 4.1 and 4.2

**4.2 Baseline Community Assessment**

The review of existing community conditions will enable the consultant team to customize emission reduction measures to Lodi's specific context. The consultant team will develop climate-specific estimates of baseline energy and water use in residential and commercial buildings. This analysis includes two (2) meetings with City staff and will provide insight into which end uses provide greatest opportunity for efficiency improvements and GHG reductions. The consultant team will also examine the solid waste characteristics and diversion rates of various waste materials and identify opportunities for enhanced organic waste diversion. The team will also examine transportation-related metrics such as mode share, existing pedestrian, bicycle, and transit infrastructure, commute patterns, and land use patterns and urban design features. We will analyze community demographics to ensure the CAP measures fit the community's needs. The baseline community assessment will be incorporated within the Strengths, Weaknesses, Opportunities and Constraints document described above.

*Team Responsibilities: AECOM and Studio 30 faculty will provide a document and data framework for the baseline community assessment and assist Studio 30 students to conduct this analysis.*

**Meetings and Work Products:**

- Two (2) meetings with City staff to review existing conditions
- Results summarized in Strengths, Weaknesses, Opportunities, and Constraints document identified in Task 4.1

**4.3 Preliminary Emissions Reduction Measures**

Based on the opportunities identified in the existing policy and program review and baseline community

assessment tasks described above, the consultant team will develop a preliminary list of GHG reduction measures appropriate for Lodi's unique context. A range of potential measures will be presented for each reduction strategy/sector (e.g., energy efficiency/renewable generation, water efficiency, wastewater treatment, solid waste diversion, transportation/land use, carbon sequestration/green infrastructure, agriculture). The list will draw from AECOM's extensive list of GHG reduction measures, a review of other community data sources, and strategies advocated by organizations such as the Governor's Office of Planning and Research (OPR), California Air Pollution Control Officers Association (CAPCOA), the Attorney General's office, ICLEI, and best practices from other cities throughout the nation and world. Nelson/Nygaard will evaluate and propose context-specific transportation-related measures that aim to reduce vehicle-miles-traveled (VMT), based on traffic analysis of trip ends, and VMT within the jurisdiction of the City. To the maximum extent feasible, the list will build on policies and guidance for sustainable land use, transportation, and building contained in the General Plan and other City and regional policy documents. Preliminary measures will include requirements for municipal emissions, and voluntary, incentive-based approaches to achieve communitywide emission reductions. Measures could relate to (but would not be limited to) the following areas:

- Energy efficiency in existing residential and commercial buildings through financing and other incentive-based programs, ordinances, or expansion of existing subsidized low-income weatherization programs (Related to General Plan Policy C-P37).
- Enhancing energy performance of new construction through energy efficiency or green building ordinances, or (Related to General Plan Policy C-P38).
- Renewable energy programs that facilitate access to grants or power purchase agreements or setting up alternative financing strategies (Related to General Plan Policy C-P40).
- Travel Demand Management (TDM). This sector encompasses a wide variety of potential incentive and promotional programs to reduce solo-occupant vehicle trips (aka "drive-alone trips") by encouraging shift to more sustainable modes. Feasible programs could

include: enhancement of existing telecommute programs, and consideration of parking cash-out policies and/or demand-responsive parking charges.

- Enhancements to transit. This could include: enhanced or new shuttles and/or increased fixed-route transit service; improved regional transit connections to/from the City; subsidized transit passes to more employers and organizations in Lodi (Related to General Plan Policies T-P25, 28, and 29).
- Enhancements to pedestrian and bicycle infrastructure. These strategies provide some emissions reductions themselves but are also key supportive strategy to realize the emissions reductions potential of transit enhancements (Related to General Plan Policies T-P14,15,16,17, and 18).
- Land Use Form - Changes in density, mixed-use, and localized design features (Related to General Plan Policies LU-P6,18,25,26, and 27).
- Employee Based Housing - Incentives to encourage persons currently working in the city to live in the city as well. These incentives can take the form of down payment assistance, rental subsidies, and other similar techniques.
- Encouraging water efficiency and water sensitive design practices within new and existing development (Related to General Plan Policies GM-P11, 12, 13, 14, 15).
- Expanded urban forest efforts in developed portions of the city (Related to General Plan Policies C-P38 and 42).
- Encouraging reductions in agricultural nitrogen fertilizer application rates and increasing in field equipment fuel efficiency.

Transportation related measures could include:

- Transportation Demand Management (TDM) – This sector encompasses a wide variety of potential incentive and promotional programs to reduce solo-occupant vehicle trips (aka “drive-alone trips”) by encouraging shift to more sustainable modes. Feasible programs could include: launch of a community-based carsharing pilot, enhancements of bicycle and pedestrian programs and infrastructure, guaranteed ride home programs, enhancement of existing telecommute programs, and consideration of parking cash-out policies and/or demand-responsive parking charges.



*Landscaping can be employed as part of water sensitive design practices in new development*

- Transit Enhancements – This could include: service enhancements (new GrapeLine service, express service, transit priority upgrades to streets, etc.), the provision of subsidized transit passes, the elimination of potential last mile barriers that keep people from using transit, and the conversion to hybrid or Compressed-Natural Gas Vehicles. Nelson\Nygaard’s work on the Lodi Short Range Transit Plan (FY 2008/09 – FY 2017/18) gives our team an intimate knowledge of existing transit service characteristics in Lodi, as well as rider demographics, community priorities, and the feasibility of potential service changes and/or expansion programs.
- Transportation System Management (TSM) – Nelson\Nygaard will review any system management strategies that may have already been implemented for major auto arterials and suggest potential additional measures such as signal timing and/or prioritization and real-time traffic information. For this task, we will emphasize cost-effectiveness and coordination with county public works and Caltrans where there jurisdiction adheres.

Preliminary measures will be presented in a workbook format that allows the City to provide written feedback and rate potential measures. The City will be asked to evaluate these measures and determine which ones could be technically and politically feasible in Lodi. The consultant team will be available to provide assistance during this process. This evaluation will result in a list of selected measures that will be used in the following emissions reduction and economic analysis task. **Team Responsibilities:** AECOM and Nelson/Nygaard will identify a wide variety of potential emission reduction measures. Nelson/Nygaard will develop transportation-related measures and AECOM will identify on the non-transportation-related measures. Studio 30 faculty and students will break into sub-groups by strategy/sector to research additional best practices, and evaluate the "fit" of each proposed measure to Lodi.

**Meetings and Work Products:**

- Preliminary GHG reduction measures workbook

**4.4 Emissions Reduction and Economic Analysis**

Once a list of measures that would be technically and political feasible is identified, the consultant team will evaluate the associated GHG reduction potential and costs and savings. Because one measure can take multiple forms, the consultant team will work with City staff and other agency personnel to develop reasonable assumptions for each measure. Two important variables are the participation rate and performance level. Participation rate refers to the portion of the community that is expected to implement a measure (e.g., percent of residential units that would implement energy efficiency improvements). Performance level refers to the degree to which a measure will reduce an emissions generating activity (e.g., the level of energy efficiency improvement in building retrofit). These assumptions considerably influence a measure's GHG reduction potential, cost/savings implications, and feasibility. AECOM and Nelson/Nygaard, working with City staff, will use the Climate Action Plan Toolkit described in the project approach to develop appropriate assumptions.

**4.4.A Emissions Reduction Analysis**

The consultant team will use defensible bottom-up quantification methodologies to estimate GHG reductions of selected measures. Quantification will be based on methodologies such as those described in the California Pollution Control Officers Association's (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures report, ARB, EPA, and other agency publications, and methodologies AECOM and Nelson/Nygaard have developed. All quantification methodologies will be available for review by the City and documented in the final work product. The analysis will examine reductions of primary GHGs including carbon dioxide, methane, and nitrous oxide. The reduction potential of each measure will be expressed in terms of metric tons of carbon dioxide equivalent (MT CO<sub>2</sub>e) emissions.

AECOM team member Nelson/Nygaard will use its proprietary Trip Reduction Impact Analysis (TRIA) tool to evaluate the potential GHG emissions reductions possible from investment in a select list (maximum of 5) of the most feasible multimodal programs and projects appropriate for the Lodi context. The strategies to be evaluated will be based on the implementation details of the most feasible strategies.

*Team Responsibilities: AECOM and Nelson/Nygaard will conduct the emissions reduction analysis using the Climate Action Planning Toolkit and Trip Reduction Impact Analysis (TRIA) tool. AECOM and Studio 30 faculty will review existing emission reduction methodologies with Studio 30 students and work with the students to identify new innovative reduction methods that would ideally be used within the Lodi CAP.*

**4.4.B Economic Analysis**

The consultant team will evaluate the public (i.e., City) costs of each selected measure. Public costs will include first costs, personnel, and administrative costs. The consultant team anticipates that City staff will provide Lodi-specific program, personnel, and administrative cost data to calibrate this analysis. The consultant team will also evaluate private (i.e., to businesses, residents) cost and savings for up to 10

energy and water measures. The analysis will examine first cost, avoided costs and simple payback. Available rebates or financing mechanisms will be presented and analyzed to reduce the private costs.

The team will also evaluate co-benefits of proposed measures including potential energy savings, water conservation, waste reduction, and public health. Co-benefits and costs will be described quantitatively where possible and qualitatively where not possible.

*Team Responsibilities: AECOM will conduct the economic analysis, and Studio 30 students will collect and organize data for the analysis. Nelson/Nygaard will develop cost estimates for transportation programs and projects and assist with identification of co-benefits (public health, safety, economic development, etc).*

**Meetings and Work Products:**

- Memorandum summarizing emissions reduction potential, public and private cost/savings, and co-benefits of selected measures.

**4.5 Priority Emissions Reduction Measures**

Using the emission reduction and economic analysis, the consultant team will work with City staff to conduct a final feasibility analysis, select a list of priority CAP measures, and develop detailed implementation steps.

**4.5.A Feasibility Analysis**

At this point in the measure development process, the City will have reviewed the technical, political, and financial feasibility and GHG reduction potential of each potential measure with stakeholders and the community at-large. This combined information will allow the City to make informed decisions about which measures to include within its CAP. The consultant team will facilitate a meeting with City staff to review the measures and select a list of priority measures that will move forward in the CAP. The list of prioritized measures will identify GHG reduction, economic impact, and community co-benefits. The list will also represent GHG reduction potential of the measures as %-reductions relative to the City's reduction target, and potential measure costs relative

to either the City's Capital Improvement Program or departmental operating budgets (i.e., low/medium/high cost ratings). This information forms the basis for presentation to the Planning Commission/City Council in a joint study session format prior to drafting the administrative CAP (described in Task 3.4).

*Team Responsibilities: AECOM will work with City staff to conduct the feasibility analysis. Nelson/Nygaard staff will be available via conference call to participate in these meetings when necessary. As this task occurs over UC Davis' summer break, Studio 30 involvement will be limited to participating faculty and a student intern.*

**4.5.A Define Action Steps and Performance Indicators**

Action steps will guide future implementation of the measures. The consultant team will work with City staff to develop action steps for each priority measure, including action step timelines, responsible department(s), and potential funding sources. Input from City departments is critical to this process, so the consultant team will schedule a staff meeting to facilitate this process. The consultant team will also work with staff to develop performance indicators for each measure, which can be used to track implementation progress at intervals in the future.

*Team Responsibilities: AECOM will work with City staff to define action steps and performance indicators. Nelson/Nygaard staff will provide assistance with transportation-related measures. As this task occurs over UC Davis' summer break, Studio 30 involvement will be limited to participating faculty and a student intern.*

**Meetings and Work Products:**

- Memorandum describing priority measures with GHG reduction, economic impact, and community co-benefit metrics.
- Memorandum describing action steps and performance indicators.

## TASK 5. CLIMATE ACTION PLAN DOCUMENT

Following the Planning Commission/City Council joint study session (described in task 3.4), this task consists of preparation of Administrative Draft, Public Review Draft, and Final CAPs and an evaluation and monitoring plan.

### 5.1 Prepare Administrative Draft Climate Action Plan

The consultant team will complete an Administrative Draft CAP for City staff and public review. Prior to preparing the draft, the consultant team will provide the City with a detailed annotated outline of the proposed contents as well as a proposed graphic layout of the CAP for review and approval. The CAP will make substantial use of graphics, including charts, diagrams, and tables to convey key information. The document will convey reduction measures and adaptation strategies along with associated costs, benefits, implementation strategies, and forecasted reductions, incorporating only a minimal amount of background information.

We propose that the CAP be organized as follows:

*Chapter 1. Climate Change and the City of Lodi.* The first chapter of the CAP will outline the City's rationale and motivation for addressing climate change and developing and implementing the CAP. The chapter will provide a brief overview of the science behind climate change, describe the potential impacts climate change may create in Lodi, and outline state policies to reduce emissions.

*Chapter 2. Baseline Emissions Inventory and Forecast.* This chapter will present a summary of the municipal and communitywide emissions inventories and projections, and will describe the reductions necessary to achieve the mandatory municipal reduction target and voluntary communitywide reduction target.

*Chapter 3. Emissions Reduction Measures.* This chapter will describe the measures necessary to reduce emissions in City government and the community and achieve reduction targets. Each measure will document GHG reduction potential, include implementation actions and timelines,

describe costs and financing mechanisms, and assign responsibility to City agencies and departments.

*Chapter 4. Benchmarks and Next Steps.* This chapter will identify benchmarks, monitoring procedures, and other steps needed to achieve emission reduction goals and implement adaptation strategies. This chapter will present a recommended method for monitoring emissions and verifying results of the CAP through inventory updates at least every five years, and through implementation actions and associated performance metrics. This chapter will also address how the CAP meets standards for a plan for the reduction of GHG emissions pursuant to CEQA Guidelines Section 15183.5, as well as how the CAP enables future projects to take advantage of CEQA streamlining benefits.

*Team Responsibilities: AECOM will oversee the production of the CAP. Studio 30 faculty and students will develop content of Chapters 1 and 2, and will assist with portions of Chapter 3 of the administrative draft CAP. Nelson/Nygaard will provide input for the transportation section of Chapter 3. AECOM will also review and edit an internal draft before the document provided to the City.*

#### **Meetings and Work Products:**

- Annotated outline and graphic template for the Climate Action Plan (electronic copy)
- Administrative Draft Climate Action Plan (electronic copy)

### 5.2 Prepare Public Review Draft Climate Action Plan

Following receipt of a single set of consolidated City comments, AECOM will revise the Administrative Draft CAP to produce a Public Review Draft CAP. City staff will develop an appropriate distribution list, and circulate the Draft CAP to the public and applicable agencies and interest groups. AECOM recommends a 30-day formal public review period during which comments on the Draft CAP will be accepted.

*Team Responsibilities: AECOM will incorporate consolidated comments from the City prior to release of the Public Review Draft.*

**Meetings and Work Products:**

- Draft Climate Action Plan (electronic copy)

**5.3 Prepare Final Climate Action Plan**

At the conclusion of the public review period, AECOM will provide a brief summary characterization of the nature of public comments for staff consideration prior to preparing the Final CAP.

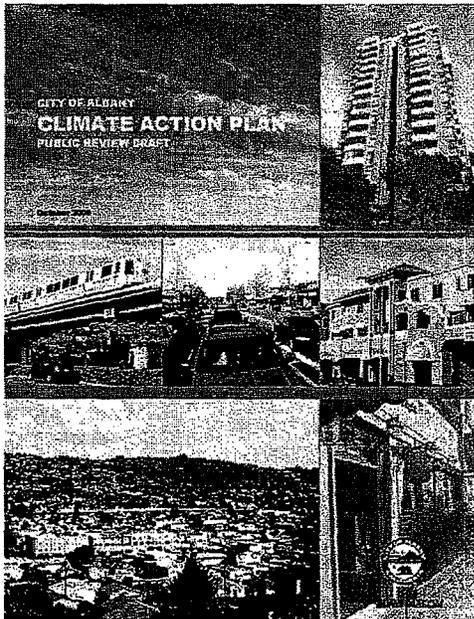
For budget purposes, AECOM assumes that no new information will be raised in the comments that require substantive revisions to the CAP, and that comments received require only minor adjustments to or clarification of concepts contained within the draft. If the volume or complexity of the comments requires additional effort, an adjustment to the work plan and budget may be needed.

Following public hearings, AECOM will prepare a Final CAP that incorporates appropriate revisions to the text of the Draft CAP in consideration of public comments.

*Team Responsibilities: AECOM will incorporate public comments prior to release of the Climate Action Plan.*

**Meetings and Work Products:**

- Administrative and Public Review Draft CAP (electronic copy)
- Final CAP (electronic document)



*Cover for the City of Albany CAP Public Review Draft*

TASKS	Principal-in-Charge	Project Manager Studio 30 Fellow	GHG Analyst	Technical Lead	Planner Outreach Specialist	Subtotal AECOM		UC Davis Studio 30	Nelson Nygaard	TOTAL	
	Rate/Hour					Hours	Dollars	Dollars	Dollars	Dollars	
Task 1: Project management and baseline data review											
Subtotal (task 1)	16	24	0	13	0	53	\$2,870	\$0	\$2,980	\$10,830	
Task 2: Develop Baseline GHG Inventory/Projections											
Subtotal (task 2)	22	9	61	3	0	95	\$8,980	\$3,000	\$5,972	\$18,952	
Task 3: Conduct Public Outreach											
Subtotal (task 3)	28	30	0	6	42	106	\$13,760	\$2,000	\$4,194	\$16,954	
Task 4: Develop GHG Reduction Strategies and Goals											
Subtotal (task 4)	36	51	32	31	38	288	\$29,655	\$7,000	\$5,952	\$42,607	
Task 5: Prepare Climate Action Plan											
Subtotal (task 5)	22	40		70	70	132	\$15,820	\$6,000	\$4,882	\$26,502	
Total Labor Hours	104	154	93	108	150	609					
Total Labor Dollars	\$18,240	\$22,380	\$9,765	\$11,880	\$12,750		\$75,965	\$18,000	\$21,760	\$115,725	
<b>DIRECT COSTS</b>											
1. Misc Expenses								\$250		\$240	\$490
2. Display Boards and meeting materials								\$1,000			\$1,000
3. Travel								\$750			\$750
Total Direct Costs								\$2,000	\$0	\$240	\$2,240
<b>TOTAL BASELINE COST/FIXED PRICE FOR SCOPE OF WORK</b>								<b>\$77,965</b>	<b>\$18,000</b>	<b>\$22,000</b>	<b>\$117,965</b>

RESOLUTION NO. 2013-117

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING CONTRACT AMENDMENT #2 TO  
AGREEMENT WITH AECOM TECHNICAL SERVICES  
FOR DEVELOPMENT OF THE CLIMATE ACTION PLAN

=====

WHEREAS, on February 15, 2012, the Lodi City Council awarded a contract to AECOM Technical Services, of Sacramento, for professional services for the development of the Climate Action Plan, in an amount not to exceed \$120,000; and

WHEREAS, the City and AECOM entered into a contract on March 26, 2012, that would terminate upon the completion of the Scope of Services or April 1, 2013, whichever occurred first; and

WHEREAS, because the project would not be completed by April 1, 2013, the City Council authorized a contract amendment that extended the contract from April 1, 2013 to May 31, 2013, to allow for the completion of the Scope of Work; and

WHEREAS, the project is still taking longer than expected and was not able to be completed by May 31, 2013, as originally expected. Both the City and AECOM feel it is necessary to extend the contract term to December 31, 2013, in order to give adequate time for completion and approval of the Climate Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Contract Amendment #2 to the Agreement with AECOM Technical Services, of Sacramento, to extend the contract from May 31, 2013 to December 31, 2013, or upon completion of the Scope of Work, whichever occurs first; and

BE IT FURTHER RESOLVED that the Amendment shall not increase the compensation called for in paragraph 3.1 of the Contract.

Dated: June 19, 2013

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I hereby certify that Resolution No. 2013-117 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 19, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and  
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk