



Staff Report

March 12, 2019

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
DATE: March 4, 2019
RE: Contract Amendment with Hauge Brueck Associates LLC for the Costco Project Staff Processing

Recommendation

Staff recommends the Town Council approve resolution and authorize the Town Manager to enter into a second contract amendment with Hauge Brueck Associates for Project Staff Processing associated with the Costco Retail Warehouse project. This contract amendment will bring Hauge Brueck's total allowable compensation under the contract to \$114,000.

Issue Statement and Discussion

The Town of Loomis entered into a professional services agreement with Hauge Brueck Associates in June 2018, for Project Staff Processing for the Costco Retail Warehouse project in the amount not to exceed \$39,940. A first contract amendment was approved by Council in September, bringing the allowable compensation under the contract to \$74,700. The attached second contract amendment will bring the total amount of the contract to \$114,000.

The Draft Environmental Impact Report for the project is currently being revised and will be recirculated in the upcoming months. During the review period the Town and Costco identified changes to the proposed project. These changes continue to require additional services from Hauge Brueck Associates.

Staff is prepared to answer any questions you may have.

CEQA Requirements

There are no CEQA implications associated with the recommended action.

Financial and/or Policy Implications

The additional contract amount will be fully borne by the project applicant.

Attachments

- A. Resolution
- B. Hauge Brueck Associates Contract Amendment 2
- C. Hauge Brueck Associates Task Order Amendment 2
- D. Hauge Brueck Associates Contract Amendment 1
- E. Original Contract

TOWN OF LOOMIS

RESOLUTION NO. 19 - __

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
AMENDING THE JUNE 8, 2018 CONTRACT FOR SERVICES BETWEEN THE TOWN OF LOOMIS
AND HAUGE BRUECK ASSOCIATES LLC**

WHEREAS, the Town and Hauge Brueck Associates entered into the June 8, 2018 Contract for Services ("Contract"), to retain Hauge Brueck Associates to provide Project Staff Processing Services for the Costco Retail Warehouse project; and

WHEREAS, on September 11, 2018, the Town Council approved a first contract amendment for Hauge Brueck Associates for additional services required to complete the project processing, bringing the total allowable compensation under the contract to \$74,700; and

WHEREAS, the Town and Hauge Brueck Associates have identified additional services required to complete the project processing; and

WHEREAS, the Town and Hauge Brueck Associates now desire to approve a Second Contract Amendment to the Contract to increase the total allowable compensation under the Contract to \$114,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Contract as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$74,700 with \$114,000.
- II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

PASSED AND ADOPTED by the Town Council of the Town of Loomis this 12th day of March, 2019 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Mayor

ATTEST:

Town Clerk

**AMENDMENT NO. 2
TO THE CONTRACT FOR SERVICES
BETWEEN THE TOWN OF LOOMIS AND
HAUGE BRUECK ASSOCIATES DATED JUNE 8, 2018**

This Amendment No. 2 to the Contract for Services between the **Town of Loomis** ("Town") and Hauge Brueck Associates which was entered into on June 8, 2018, is made and entered into this ___ day of March, 2019 (the "Effective Date").

RECITALS

WHEREAS, the Town and Hauge Brueck Associates entered into the June 8, 2018 Contract for Services ("Contract"), to retain Hauge Brueck Associates to provide project staff processing services for Costco Retail Warehouse project; and

WHEREAS, on September 11, 2018, the Town Council approved a first contract amendment for Hauge Brueck Associates for additional services required to complete the project processing, bringing the total allowable compensation under the contract to \$74,700; and

WHEREAS, the Town and Hauge Brueck Associates have identified additional services required to complete the project processing; and

WHEREAS, the Town and Hauge Brueck Associates now desire to approve a Second Contract Amendment to the Contract to increase the total allowable compensation under the Contract to \$114,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Contract as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$74,720 with \$114,000.
- II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

Town of Loomis

Hauge Brueck Associates

By: _____
Sean Rabe, Town Manager

By: _____

Attest:

Approved as to form:

By: _____
Charleen Strock, Town Clerk

By: _____
Jeffrey Mitchell, Town Attorney

Hauge Brueck Associates, LLC And Town of Loomis

Task Order Amendment 2

Costco Project Staff Processing Services

January 2019

Task 1. Project Coordination/Management

This task includes time for management coordination with the TOWN and the Applicant, and preparation of up to 20 monthly progress reports and invoices. The progress reports will provide a description of the work completed during the invoice period, an estimate of the percent work completed to date, a description of out-of-scope work conducted (such work will be conducted only with authorization from the TOWN), status of contracted schedule, and a description of potential problems, including recommendations for resolution of each identified problem.

This task also includes schedule maintenance to track responsible parties and deadlines. Schedule maintenance will utilize a Gantt chart to track status. This will aid in meeting the firm project deadlines.

All deliverables will be electronic for the TOWN's use and distribution.

Task 2. Document Review

HBA will review the DEIR, application materials, staff presentation material, records of previous workshops and meetings, and other relevant material provided by the TOWN. HBA will peer review project documentation for accuracy and completeness.

The Task includes review of the Revised Draft EIR and Draft Final EIR, as well as new plan sets, application materials, and new and revised studies (HRA, traffic study, etc.).

Task 3. Meetings and Outreach

This task assumes up to 70 two-hour meetings with the Project Team during the Project Review and DEIR preparation, circulation, and processing to coordinate the project approach agency outreach, and public outreach.

It is assumed the TOWN will provide templates of TOWN staff reports, ordinances, and resolutions so that deliverables can be appropriately formatted.

This task includes up to 30 one-hour meetings and up to 30 one-hour communications with agencies, stakeholders or individuals engaged in the process. This Task will be coordinated with AECOM as part of AECOM's EIR scope.

This Task includes up to 1 hour of preparation time for each meeting.

Task 4. General Plan and Zoning Code Amendments

HBA will prepare the proposed General Plan/Land Use Diagram and Zoning Code/Zoning Map Amendments, with changes shown in legislative mode. This task includes General Plan Consistency Findings documentation. The Findings will address how the amendment is

consistent with the remainder of the General Plan. An ordinance will be prepared for the Zoning Code amendment. HBA will coordinate with the Town GIS staff to make the Land Use Diagram and Zoning Map changes.

This Task includes revisions to the previously prepared amendments and General Plan Consistency Findings document, and alteration of the previously prepared ordinance for the Zoning Code amendment.

Task 5. CEQA Findings and Statement of Overriding Considerations

Based on the Final EIR, HBA review the AECOM CEQA Findings of Fact. If there are significant and unavoidable impacts, a Statement of Overriding Considerations will be prepared by HBA. The Statement of Overriding Considerations will identify the significant and unavoidable impacts, describe why the project benefits outweigh unavoidable impacts, and discuss each benefit.

Task 6. Staff Report with Findings and Conditions

This Task includes the preparation of a staff report to be presented to the Planning Commission and Town Council. The staff report will include discussion of design review, general plan amendments, zoning code amendments, lot line adjustment, and a warehouse conditional use permit. HBA will prepare a list of conditions of approval based on the EIR mitigation program and input from TOWN staff.

The Staff report will include:

- Project Background and Environmental Review History
- General Plan and Zoning Code Amendments
- Design Review, General Plan, and Zoning Code Consistency Findings
- CEQA Findings and Overriding Considerations
- Recommendations
- Attachments
 - Conditions of Approval
 - Resolution

The staff report will be updated up to three (3) times, as appropriate for each Planning Commission and Town Council meeting.

HBA will draft the staff reports for TOWN Manager review. This effort assumes up to two revisions of each staff report. The staff reports will be provided electronically for TOWN use and distribution.

This Task includes preparation of the Staff Report to address the General Plan and Zoning Amendment process kick-off, and the additional Staff Report associated with the added Planning Commission Workshop.

Task 7. Deleted

Task 8. Resolutions and Ordinances

HBA will prepare resolutions for the Planning Commission and Town Council. Resolutions will be prepared for:

- Certification of the EIR (findings, Statement of Overriding Conditions, Mitigation Monitoring and reporting Program)

Adoption of General Plan amendment
Adoption of the Zoning Code amendments
Approval of the Conditional Use Permit

This Task includes modifications to previously prepared resolutions and ordinances based on new design changes and recent modifications to the General Plan and Zoning Code.

Task 9. Initial Draft Staff Report (complete)

HBA will prepare an initial draft staff reports for Project Team review during the circulation of the original Draft EIR-The Staff Report will include the following:

- Project Background and Environmental Review History
- General Plan and Zoning Code Amendments and Consistency Findings
- CEQA Findings and Overriding Considerations
- Recommendations
- Attachments
 - Conditions of Approval
 - Resolution

See Task 6 for the preparation of the staff report for the Planning Commission and Town Council.

Task 10. Hearing Noticing

HBA will prepare four (4) draft hearing notices for publishing and distribution by the TOWN. One draft notice will be prepared for the TOWN Council General Plan Decision Hearing, two for the Planning Commission meetings and one draft notice will be prepared for the TOWN Council hearings. The TOWN will provide HBA with the time and location of the meetings to include on the notices.

Task 11. Hearing Attendance

HBA will attend the public meeting on July 24th, two (2) Planning Commission meetings and three (3) TOWN Council hearings. Up to two (2) presentations will be prepared for the hearings. The Presentations will highlight the elements of the staff report, particularly the recommendations or actions of the Planning Commission and TOWN Council. It is assumed the Applicant will prepare a separate presentation detailing the actual project.

Schedule

HBA will follow the schedule of deliverables provided by the TOWN. HBA will maintain the Schedule on a Gantt chart, with TOWN input should dates change.

Budget

The following budget estimate utilizes the billing schedule sent with the Project Reimbursable Contract.

Town Of Loomis/HBA
Costco Project Task Order Amendment 2

Task	Amendment 2 Revised Budget							
	Associate XI	Associate VIII	Associate VI	Associate IV	Total Hours	Total Labor	ODC	Fee Estimate
	Hauge Brueck	Consolini	DeMartino	Johnstone				
Staff Processing Services	282	381	0	20	683	\$111,340	\$2,660	\$114,000
1 Project Coordination/Management	20	15	0	20	55	\$7,700	\$0	\$7,700
2 Document Review	20	80	0	0	100	\$15,200	\$0	\$15,200
3 Meetings and Outreach	200	130	0	0	330	\$58,200	\$2,160	\$60,360
4 General Plan/Zoning Code Amend.	4	40	0	0	44	\$6,400	\$0	\$6,400
5 Findings/Overriding Considerations	4	40	0	0	44	\$6,400	\$0	\$6,400
6 Staff Report with Conditions	8	30	0	0	38	\$5,800	\$0	\$5,800
7 Deleted			0	0	0	\$0	\$0	\$0
8 Resolutions/Ordinances	4	24	0	0	28	\$4,160	\$0	\$4,160
9 Initial Draft Staff Report (Complete)	2	8	0	0	10	\$1,520	\$0	\$1,520
10 Hearing Notices	0	4	0	0	4	\$560	\$0	\$560
11 Hearing Attendance	20	10	0	0	30	\$5,400	\$500	\$5,900
Labor Rate	\$200	\$140	\$110	\$80				
Hours	282.0	381.0	0.0	20.0	683.0			
Total	\$56,400	\$53,340	\$0	\$1,600	683	\$ 111,340	\$ 2,660	\$ 114,000

ODCs assume deliverables provided electronically only

**AMENDMENT NO. 1
TO THE CONTRACT FOR SERVICES
BETWEEN THE TOWN OF LOOMIS AND
HAUGE BRUECK ASSOCIATES DATED JUNE 8, 2018**

This Amendment No. 1 to the Contract for Services between the **Town of Loomis** ("Town") and Hauge Brueck Associates which was entered into on June 8, 2018, is made and entered into this First day of October 2018 (the "Effective Date").

RECITALS

WHEREAS, the Town and Hauge Brueck Associates entered into the June 8, 2018 Contract for Services ("Contract"), to retain Hauge Brueck Associates to provide project staff processing services for Costco Retail Warehouse project; and

WHEREAS, the Town and Hauge Brueck Associates now desire to approve a Contract Amendment to the Contract to increase the total allowable compensation under the Contract from \$39,940. to \$74,720.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Contract as follows:

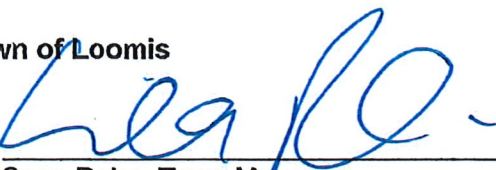
I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$39,940 with \$74,720.

II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

Town of Loomis

By: 

Sean Rabe, Town Manager

Hauge Brueck Associates

By: 

Approved as to form:

By: 

Jeffrey Mitchell, Town Attorney

Attest:

By: 

Charleen Strock, Town Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on June 8, 2018 by and between the TOWN OF LOOMIS ("Town"), and Hauge Brueck Associates, LLC. ("Consultant").

WITNESSETH:

WHEREAS, the Town desires to have Consultant serve as staff augmentation for the processing of the Loomis Costco project; and

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated June 7, 2018 (attached hereto and incorporated herein as **Attachment "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Attachment "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

Contract for Services

Hauge Brueck Associates, LLC

June 8, 2018

2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the Town, and shall be undertaken and completed in accordance with the proposal submitted by Consultant. The term of this contract shall terminate December 31, 2018.

B. Consultant's failure to complete work in accordance with contract 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 **30 days** 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 for all time and materials required and expended, but in no event shall total compensation exceed Thirty-Nine Thousand, Nine Hundred and Forty Dollars (\$39,940), without Town's prior written approval. Payment shall correspond to the fee breakdown as shown in **Attachment A**. Consultant shall provide to Town a monthly progress report that indicates work completed, work to be completed, issues with resolution, and hours of service rendered. Town shall, within 30 days of receiving such statement from HBA, review the statement and pay all approved charges thereon.

B. Said amount shall be paid on a monthly basis. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. If Consultant's performance is not in conformity with this contract, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with contract is a documented result of the Town's failure to conform with contract, or if the contract 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 30 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

- Contract for Services

Hauge Brueck Associates, LLC

June 8, 2018

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 Scope of Work 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.

Contract for Services

Hauge Brueck Associates, LLC

June 8, 2018

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 ALL LAWS:

A. 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.

B. Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to

Contract for Services

Hauge Brueck Associates, LLC

June 8, 2018

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 against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following

coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

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

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

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

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for scheduled, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The

limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy, except professional liability, required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by mail to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no

Contract for Services

Hauge Brueck Associates, LLC

June 8, 2018

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: Sean Rabé, Town Manager
PO Box 1330
Loomis, CA 95650

Consultant:

Hauge Brueck Associates, LLC
2233 Watt Avenue, Suite 300
Sacramento, CA 95825
Attention: Anders Hauge, Manager

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 and maintained 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.

[Signatures on following page]

Contract for Services

Hauge Brueck Associates, LLC

June 8, 2018

TOWN OF LOOMIS

By: 

Sean Rabé, Town Manager

ATTEST:

By: _____

Charlene Strock, Town Clerk

APPROVED AS TO FORM:

By: _____

Jeffrey Mitchell, Town Attorney

CONSULTANT

By: 
Title: Principal

ATTACHMENT A

[Consultant Proposal/Scope of Work/Fee Proposal]

Hauge Brueck Associates, LLC

Scope of Work

Costco Project Staff Processing Services

This scope of work is made and entered into as the 8 day of June 2018 by and between the TOWN of Loomis, hereinafter referred to as "TOWN" and Hauge Brueck Associates LLC, hereinafter referred to as "HBA".

HBA shall provide staff planning and environmental services for the TOWN, at the TOWN's direction, for the processing of the Costco project application. The Costco project application includes a General Plan amendment, Zoning Ordinance amendment, project approval, and environmental compliance. Services include:

- review submittals for compliance with plans, policies, and regulations,
- preparation of recommendations and staff reports,
- preparation of documentation and submittals,
- attendance at meetings,
- presentations at meetings,
- communications with the TOWN staff,
- communications with responsible agencies, and
- communications with the project applicant and staff.

Costco Project Staff Processing Services Scope of Work

Task 1. Project Coordination/Management

This task includes time for coordination with the TOWN and the Applicant, and preparation of monthly progress reports and invoices. The progress reports will provide a description of the work completed during the invoice period, an estimate of the percent work completed to date, a description of out-of-scope work conducted (such work will be conducted only with authorization from the TOWN), status of contracted schedule, and a description of potential problems, including recommendations for resolution of each identified problem.

This task also includes schedule maintenance to track responsible parties and deadlines. Schedule maintenance will utilize a Gantt chart to track status. This will aid in meeting the firm project deadlines.

All deliverables will be electronic for the TOWN's use and distribution.

Task 2. Document Review

HBA will review the DEIR, application materials, staff presentation material, records of previous workshops and meetings, and other relevant material provided by the TOWN. HBA will peer review project documentation for accuracy and completeness.

Task 3. Staff Meetings

This task assumes up to six (weekly) meetings with the TOWN Manger and project team during the DEIR circulation period to discuss the project and approach to documentation listed under Tasks 3 through 8.

It is assumed the TOWN will provide templates of TOWN staff reports, ordinances, and resolutions so that deliverables can be appropriately formatted.

This task includes up to 4 meetings with agencies or individuals commenting on the DEIR, which will be coordinated with AECOM as part of AECOM's EIR scope.

Task 4. General Plan and Zoning Code Amendments

HBA will prepare the proposed General Plan/Land Use Diagram and Zoning Code/Zoning Map Amendments, with changes shown in legislative mode. This task includes General Plan Consistency Findings documentation. The Findings will address how the amendment is consistent with the remainder of the General Plan. An ordinance will be prepared for the Zoning Code amendment. HBA will coordinate with the Town GIS staff to make the Land Use Diagram and Zoning Map changes.

Task 5. CEQA Findings and Statement of Overriding Considerations

Based on the Final EIR, HBA will draft CEQA Findings of Fact. The Findings will evaluate each impact and will highlight significant and unavoidable impacts of the project and/or alternatives. The Findings will identify the environmentally superior alternative. If there are significant and unavoidable impacts, a Statement of Overriding Considerations will be prepared. The Statement of Overriding Considerations will identify the significant and unavoidable impacts, describe why the project benefits outweigh unavoidable impacts, and discuss each benefit.

Task 6. Conditions of Approval

As an attachment to the Staff Report, HBA will prepare a list of conditions of approval based on input from TOWN staff.

Task 7. Development Agreement

HBA will work with the Town Attorney in drafting a Development Agreement (if needed) between the TOWN and the applicant.

Task 8. Resolutions and Ordinances

HBA will prepare resolutions for the Planning Commission and Town Council. One resolution will address certification of the EIR, adoption of the findings and statement of overriding considerations, and adoption of the MMRP per CEQA. A second resolution will address approval of the General Plan and Zoning Code amendments. An ordinance will be prepared for the Zoning Code Amendment. A separate ordinance will be prepared for the Development Agreement (if needed) as approval of the Development Agreement is independent of project approval.

Task 9. Staff Reports

HBA will prepare staff reports for the Planning Commission Meeting on 8/28 and TOWN Council Hearing on 9/18. The Planning Commission Staff Report will include a recommendation, while the Town Council Staff Report will include an action on the project. Both staff reports will include the following:

- Project Background and Environmental Review History

- General Plan and Zoning Code Amendments and Consistency Findings
- CEQA Findings and Overriding Considerations
- Recommendations
- Attachments
 - Conditions of Approval
 - Resolution

HBA will draft the staff reports for TOWN Manager review. This effort assumes up to two revisions of each staff report. The staff reports will be provided electronically for TOWN use and distribution.

Task 10. Hearing Noticing

HBA will prepare two (2) draft hearing notices for publishing and distribution by the TOWN. One draft notice will be prepared for the Planning Commission meeting and one draft notice will be prepared for the TOWN Council. The TOWN will provide HBA with the time and location of the meetings to include on the notices.

Task 11. Hearing Attendance

HBA will attend the Planning Commission meeting on 8/28 and the TOWN Council hearing on 9/18. Up to two (2) presentations total will be prepared for the hearings. The Presentations will highlight the elements of the staff report, particularly the recommendations or actions of the Planning Commission and TOWN Council. It is assumed the Applicant will prepare a separate presentation detailing the actual project.

Schedule

HBA will follow the schedule of deliverables provided by the TOWN. HBA will maintain the Schedule on a Gantt chart, with TOWN input should dates change.

Budget

The following budget estimate utilizes the billing schedule sent with the Project Reimbursable Contract.

Town Of Loomis/HBA
Costco Project Task Order A

Task		Associate XI	Associate VIII	Associate VI	Associate IV	Total Hours	Total Labor	ODC	Fee Estimate
		Hauge Brueck	Consolini	DeMartino	Johnstone				
	Staff Processing Services	72.0	157.0	24.0	5.0	258.0	\$39,420	\$520	\$39,940
1	Project Coordination/Management	16.0	5.0	0.0	5.0	26.0	\$4,300	\$200	\$4,500
2	Document Review	4.0	16.0	0.0	0.0	20.0	\$3,040	\$0	\$3,040
3	Staff Meetings	24.0	6.0	0.0	0.0	30.0	\$5,640	\$200	\$5,840
4	General Plan/Zoning Code Amend.	2.0	16.0	24.0	0.0	42.0	\$5,280	\$0	\$5,280
5	Findings/Overriding Considerations	2.0	24.0	0.0	0.0	26.0	\$3,760	\$0	\$3,760
6	Conditions of Approval	2.0	8.0	0.0	0.0	10.0	\$1,520	\$0	\$1,520
7	Development Agreement	4.0	24.0	0.0	0.0	28.0	\$4,160	\$40	\$4,200
8	Resolutions/Ordinances	2.0	16.0	0.0	0.0	18.0	\$2,640	\$0	\$2,640
9	Staff Reports	8.0	32.0	0.0	0.0	40.0	\$6,080	\$0	\$6,080
10	Hearing Notices	0.0	2.0	0.0	0.0	2.0	\$280	\$0	\$280
11	Hearing Attendance	8.0	8.0	0.0	0.0	16.0	\$2,720	\$80	\$2,800
Labor Rate		\$200	\$140	\$110	\$80				
Hours		72.0	157.0	24.0	5.0	258.0			
Total		\$14,400	\$21,980	\$2,640	\$400	258	39,420	\$ 520	\$ 39,940

ODCs assume deliverables provided electronically only

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

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

CONSULTANTS

By: 
[Title] Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JAAT - J&M Insurance 2621 Jones Road Unit C Austin TX 78745		CONTACT NAME: Todd Michalowski PHONE (A/C No, Ext): (737) 205-2000 E-MAIL: todd@jandmins.com FAX (A/C No): 512-599-3440	
INSURED Hauge Brueck Associates 11003 Chateau Hill Austin TX 78750		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co., Ltd INSURER B: Admiral Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000 24856	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	65 SBA TB4343	9/1/17	9/1/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 2,500	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER							
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	65 SBA TB4343	9/1/17	9/1/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	65 WBC AC4348	9/1/17	9/1/18	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	Professional Liability Contractors Pollution Liability	Y	Y	FBI-ECC-24031-009/1/17	9/1/17	9/1/18	Ea. Occurrence \$1,000,000 Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Loomis, its officers, officials, employees, agents, and volunteers are additional insured on all policies except workers' compensation to the extent provided in the attached forms when required by written contract or written agreement. Waivers of subrogation apply in favor of the additional insured on all policies cited to the extent provided in the attached forms when required by written contract or written agreement.

CERTIFICATE HOLDER

The Town of Loomis ATTN: Town Manager PO Box 1330 Loomis, CA 95650	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Hal L. Kenop
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