


REPORT TO CITY COUNCIL

DATE: JANUARY 28, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: MIKE KAMINO, PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR *MK*

SUBJECT: AGREEMENT WITH RINCON CONSULTANTS, INC. TO PREPARE ENVIRONMENTAL DOCUMENTATION

The purpose of this item is to seek approval of an Agreement for Consultant Services between the City and Rincon Consultants, Inc., for the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA), for a project proposed by Selleck Development Group, Inc. The agreement amount is for \$25,295.00 on a time-and-materials and not-to-exceed fee basis. A related agreement for payment of costs to the City by Selleck Development Group, Inc. in connection with the preparation of the environmental document is proposed as part of a separate City Council Agenda item at the January 28, 2015 meeting. That agreement amount is \$30,354.00 which includes \$25,295.00 for the preparation of the IS/MND plus an additional \$5,059.00, to pay for the City overhead cost of reviewing the IS/MND and preparing legal notices and other requirements.

Selleck Development Group, Inc. has submitted an application for the Agoura Park Project, which includes a fitness facility and a free-standing restaurant, on two parcels north of Agoura Road and west of Roadside Road. City staff has determined that CEQA review is necessary for this project. Rincon Consultants, Inc. has submitted to the City a proposed scope of work to prepare an IS/MND, and staff finds the proposal acceptable. Rincon Consultants, Inc. has provided CEQA document preparation services for the City several times in the past, and staff has been pleased with the firm's quality of work and timely product deliveries.

The proposed Agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully requests that the City Council approve the Agreement for Consultant Services with Rincon Consultants, Inc., on a time-and-materials basis for a not-to-exceed fee of \$25,295.00.

Attachment: Agreement for Consultant Services (with Attachment A)

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	Rincon Consultants, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Joe Power
CONSULTANT'S ADDRESS:	180 North Ashwood Avenue Ventura, California 93003
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Valerie Darbouze
COMMENCEMENT DATE:	January 28, 2015
TERMINATION DATE:	July 28, 2016
CONSIDERATION:	Not to Exceed: \$25,295.00

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND RINCON
CONSULTANTS, INC.**

THIS AGREEMENT is made and effective as of January 28, 2015, between the City of Agoura Hills, a municipal corporation ("City") and Rincon Consultants, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 28, 2015 , and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 28, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Five Thousand Two Hundred and Ninety Five Dollars and Zero Cents (\$25,295.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of

each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City

that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any negligent acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or

in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California, 93003
Attention: Joe Power
Phone: (805) 644-4455
Fax: (805) 644-4240

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED/PAYMENT RATES AND SCHEDULE

The specific elements (scope of work) of this service include:



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455

FAX 644 4240

info@rinconconsultants.com

www.rinconconsultants.com

January 6, 2015
Project Number 14-00848

Valerie Darbouze
Associate Planner
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

**Subject: Proposal to Prepare Initial Study-Mitigated Negative Declaration (IS-MND)
for LA Fitness Project**

Dear Ms. Darbouze:

Rincon Consultants, Inc. is pleased to submit this proposal to assist the City of Agoura Hills with the California Environmental Quality Act (CEQA) processing for the LA Fitness facility proposed at 29431 and 29439 Agoura Road. This proposal outlines our approach to major work tasks, cost, and schedule to prepare an Initial Study-Mitigated Negative Declaration (IS-MND) for the project.

Understanding of the Project

The proposed project involves a 45,000 square foot fitness facility and 4,000 square foot restaurant on a 3.73-acre site. The project also includes 224 surface parking spaces and 9 bicycle parking spaces.

The project will need variances for building height (38 to 40 feet instead of 35), rear yard setback (40 feet instead of 76 feet), signage size, and smaller landscape planter (0 feet instead of 20 feet) along the frontages.

We anticipate that a Mitigated Negative Declaration (MND) will be the appropriate environmental clearance document under CEQA. However, if a fair argument can be made that one or more effects cannot be mitigated to below a level of significance, an EIR would be the appropriate document under CEQA.

General Approach

We propose to analyze, update, and edit existing information to provide an environmental document that meets the requirements of CEQA and focuses site-specific impacts associated with the proposed action. We will rely to the maximum degree feasible on applicant-prepared studies (traffic, biology, hydrology, Phase I environmental site assessment) and other readily available data sources.



Scope of Work

Rincon's work scope will be as follows:

1. **Administrative Draft IS-MND** – Rincon will prepare an internal review (Administrative) Draft IS-MND using the City's preferred format. The Administrative Draft IS will address all of the items on the environmental checklist. To the maximum extent feasible, existing technical studies will be used. Where possible, impacts will be quantified and compared to applicable significance thresholds. Rincon will submit an electronic copy of the Administrative Draft IS-MND in PDF and/or Word format.

It is our understanding that the applicant has already prepared technical studies in the areas of biological resources, hydrology, traffic, and hazards (Phase I environmental site assessment). These studies will be available for our use in preparation of the IS-MND. We will conduct a reconnaissance level biological field survey to confirm the findings of the biological resources study. Rincon will prepare technical studies in the areas of air quality/greenhouse gases, cultural resources, and noise. Our general work scope for each of these studies is as follows:

Air Quality/Greenhouse Gases

- Calculation of temporary construction and long-term air pollutant and GHG emissions using the California Emissions Estimator Model (CalEEMod) and data from the project traffic study
- Comparison of air pollutant emissions to South Coast Air Quality Management District (SCAQMD) regional and local significance thresholds and comparison of GHG emissions to SCAQMD recommended GHG thresholds
- Analysis of consistency with the SCAQMD's Air Quality Management Plan
- Analysis of consistency with applicable GHG plans, including the Southern California Association of Governments' Sustainable Communities Strategy (SCS)
- Qualitative analysis of the potential to create carbon monoxide "hot spots"
- Development of mitigation as necessary

Cultural Resources

- Cultural resources records search
- Preliminary Native American scoping (contact with Native American Heritage Commission)
- Cultural resources field survey
- Cultural resources survey report, including any required mitigation

Noise

- Up to three short-term on-site noise measurements
- Calculation of temporary construction-related noise based on typical noise levels from construction equipment and the distance to sensitive receptors
- Estimate of noise generated by onsite activities at nearby sensitive receptors based on field measurements and/or Rincon file data
- Calculation of project-generated traffic noise using the FHWA's Traffic Noise Model (TNM) based on data from the project traffic study



- Development of mitigation as necessary
2. **Public Review Draft IS-MND** - Rincon will respond to City comments on the Administrative Draft IS-MND and produce up to 15 compact disks of the Public Review Draft IS-MND and 10 bound copies. The City will be responsible for mailing the IS-MND to responsible agencies and other noticing required under CEQA.
 3. **Final IS-MND** - Upon receipt of public comments on the Draft IS-MND, Rincon will prepare draft responses to comments for City review and prepare the Administrative Final IS-MND. If mitigation measures are included in the IS-MND, this will include a Mitigation Monitoring and Reporting Program (MMRP) that will be a table listing all mitigation measures and indicating what monitoring actions are required, parties responsible for monitoring, and when monitoring is to occur. Prior to or following IS-MND approval, we will provide a PDF of the Final IS-MND (including responses to comments and the MMRP) and up to 10 bound copies. We have assumed that the City will be responsible for filing a Notice of Determination (NOD) and paying applicable filing fees. Rincon will assist with filling out the NOD form.
 4. **Public Hearings** - Rincon will attend two public hearings on the project. If desired, we will make a presentation summarizing the environmental review process and IS-MND conclusions.

Schedule

We will deliver the Administrative Draft IS-MND within four weeks of notice to proceed. We will deliver the Public Review Draft IS-MND within one week of receipt of City comments on the Administrative Draft IS-MND. We will deliver the Administrative Final IS-MND, including responses to comments on the Public Review Draft IS-MND and the MMRP, within one week of receipt of comments on the Public Review Draft IS-MND.

Cost

Rincon Consultants, Inc. will complete the IS-MND for the LA Fitness project in accordance with the work program outlined above for a fee of **\$25,295**. A detailed cost breakdown is provided in the table on the following page. This estimate assumes that Rincon will provide up to 15 disks and 10 bound copies of the Public Review Draft IS-MND and 10 copies and a disk of the Final IS-MND. We will also attend two public hearings on the project and IS-MND. We assume that the City or project applicant will pay the California Department of Fish and Wildlife and other fees due at filing of the Notice of Determination.

This cost proposal is valid for a period of 60 days, unless extended by Rincon Consultants, Inc.



City of Agoura Hills
LA Fitness Initial Study-Mitigated Negative Declaration
Cost Estimate

Tasks	Cost	Hours	Rincon Consultants				
			Principal \$190/hour	Sr. Assoc. \$140/hour	Assoc. \$110/hour	Graphics \$80/hour	Clerical \$65/hour
1. Administrative Draft IS-MND	\$610	8				6	2
Air Quality/Greenhouse Gas Study	\$2,625	22	2	3	16		1
Cultural Resources Study	\$2,925	25	2	4	16	2	1
Noise Study	\$2,785	24	2	3	16	2	1
Other Issues	\$6,040	51	5	10	28	6	2
2. Public Review Draft IS-MND	\$2,520	22	2	6	8	2	4
3. Final IS-MND	\$2,960	26	2	6	12	2	4
4. Public Hearings (2)	\$1,320	8	4	4			
Project Management	\$1,730	12	4	6			2
Rincon Labor Total	\$23,515	198	23	42	96	20	17
Other Costs							
Printing							
Draft IS-ND (10 copies + 15 disks)	\$575						
Final IS-ND (10 copies + 1 disk)	\$500						
Miscellaneous Expenses	\$705						
Other Costs Total	\$1,780						
Total (Rincon Labor + Other Costs)	\$25,295						

We appreciate your consideration of Rincon Consultants, Inc. for this assignment and look forward to working with the City. Please contact me if you have any questions regarding this letter or any other matters related to this project.

Sincerely,
RINCON CONSULTANTS, INC.

Joe Power, AICP CEP
Principal