



## REPORT TO CITY COUNCIL

**DATE:** JANUARY 13, 2016  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** GREG RAMIREZ, CITY MANAGER   
**BY:** LOUIS CELAYA, DEPUTY CITY MANAGER   
**SUBJECT:** AGREEMENT FOR CONSULTANT SERVICES – ENVICOM CORPORATION

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In 2013, the City entered into a project grant agreement with the Los Angeles Regional Park and Open Space District for the expenditure of \$500,000 of grant funding in connection with the Agoura Hills Recreation Center Trailhead. The grant awarded to the City was part of the 2011 competitive Natural Lands for Trails Grant Program, where the City identified the following tasks associated with the expenditure of grant funding:

- Recreation Center Trail Study
- Trailhead Facility Parking Improvements
- Trailhead/Trail Construction

The City has completed the facility parking improvements at the Recreation and Event Center and the trail study was completed by Questa Engineering. Prior to the presentation and adoption of the study, the environmental review work associated with the study now requires completion. Originally scheduled to be completed in-house, due to current work plans, the decision was made to have a consultant perform the environmental review. The City has reached out to Envicom Corporation (Envicom) for assistance. Envicom is prepared to assist the City with the preparation and completion of an anticipated Initial Study/Mitigated Negative Declaration to address the construction of the trail behind the Agoura Hills Recreation and Event Center. Envicom proposes to complete all associated work for a not-to-exceed amount of \$37,855.

As the environmental work associated with the trail study was not identified as costs to be paid for by grant funding, City staff contacted the grant manager and secured approval for the use of grant funding to complete the environmental review as well. To date, the City has expended approximately \$394,875 of the grant funding received. With the additional expenditure earmarked for the environmental work, this would leave approximately \$67,200 from the initial grant award to use toward actual trail construction. Additionally, staff anticipates applying for additional grant funding to complete the construction of the entire trail loop. The Community Service Subcommittee at a past meeting, expressed a desire to complete the entire trail at the time of construction.

The completion of the environmental review work would allow for staff to begin to design the proposed trail, address any mitigation that would be identified in the initial study/mitigated negative declaration, and prepare for the development of construction bids and specifications.

Should the City Council approve the agreement for consultant services, Envicom would commence work shortly thereafter and work with City staff during the process.

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

### **RECOMMENDATION**

Staff respectfully recommends the City Council approve the Agreement for Consultant Services with Envicom Corporation.

Attachment: Agreement for Consultant Services – Envicom Corporation

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

<b>NAME OF CONSULTANT:</b>	Envicom Corporation
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	Attn: Travis Cullen
<b>CONSULTANT'S ADDRESS:</b>	4165 Thousand Oaks Blvd Suite 290. Thousand Oaks, CA 91362
<b>CITY'S ADDRESS:</b>	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
<b>PREPARED BY:</b>	Allison Cook
<b>COMMENCEMENT DATE:</b>	January 14, 2016
<b>TERMINATION DATE:</b>	June 30, 2017
<b>CONSIDERATION:</b>	Contract Price Not to Exceed: \$37,855.00



**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND ENVICOM  
CORPORATION**

**THIS AGREEMENT** is made and effective as of January 14, 2016, between the City of Agoura Hills, a municipal corporation ("City") and Envicom Corporation ("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 14, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 30, 2017, 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 B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed thirty seven thousand eight hundred and fifty five dollars and zero cents (\$37,855.00) ("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 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. 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.

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.

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**

~~Ilse Buckley Weber~~, *Harry Schwarz*  
Mayor

**ATTEST:**


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


**APPROVED AS TO FORM:**

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

Envicom Corporation  
4165 E. Thousand Oaks Blvd., Suite 290  
Westlake Village, CA 91362  
Contact: Travis Cullen  
(818) 879-4700

By:   
Name: TRAVIS CULLEN  
Title: PRESIDENT

By:   
Name: Paulo Tapia  
Title: Vice President

**[Signatures of Two Corporate Officers Required]**



**EXHIBIT A**

**TASKS TO BE PERFORMED**

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



October 2, 2015

City of Agoura Hills  
3000 Ladyface Court  
Agoura Hills, CA 91301

Attn: Ms. Allison Cook, Assistant Planning Director

Subj: Proposal to Prepare an Initial Study/MND  
Agoura Hills Recreation Center Trail Project (*Envicom Project #55-547-101*)

Dear Ms. Cook:

In response to your request and our recent telephone discussions, we have provided the following revised scope of work and cost proposal to prepare an anticipated Initial Study/(Mitigated) Negative Declaration for the Agoura Hills Recreation Center Trail project.

#### **PROJECT UNDERSTANDING**

The following scope and cost are proposed for completion of the anticipated Initial Study / Mitigated Negative Declaration (MND) addressing the construction of a new trail behind the Agoura Hills Recreation Center, as presented in the Agoura Hills Trails Study (Questa Engineering Corp., May 15, 2015). The purpose of an Initial Study under the California Environmental Quality Act (CEQA) and Guidelines is to identify if the project would result in significant impacts to the environment. Should significant impacts be found that cannot be feasibly mitigated, an Environmental Impact Report (EIR) would be warranted. For the purposes of this proposal, an MND is assumed to be the appropriate document, based on preliminary information and our general understanding of the project site and the scope of the project.

#### **SCOPE OF WORK**

##### **Task 1 – Conceptual Design Development/Project Description Support**

This task includes Envicom Corporation staff time for coordination with City Planning and Engineering staff to arrive at the appropriate level of conceptual design development and project features that would avoid and/or allow for mitigation measures that would facilitate preparation of an MND. We have assumed 20 staff hours for this task, which includes a site walkover with the City staff trail designer, review and comments on one (1) iteration of the conceptual trail design, and coordination.

##### **Deliverables:**

- Attend meeting in field with City trail designer,
- Provide one (1) round of comments on conceptual trail design.

##### **Task 2 - Administrative Draft Initial Study / MND**

Envicom Corporation will prepare an Initial Study pursuant to (CEQA), which is anticipated to lead to an MND. The Initial Study will provide a detailed project description as well as address all topical areas contained in Appendix G of the California Environmental Quality Act (CEQA) Guidelines. An explanation





supporting each finding under each topical area will be provided. Technical documents or other data sources will be clearly cited. Available technical studies will be included as appendices to the Initial Study, or the reader may be referred to City files for lengthy documents.

For consistency and cost efficiency, the Administrative Draft will rely upon existing information to the extent possible, such as from the Trails Study and any technical data from the Trail Study effort, other relevant City documents, such as the 2010 General Plan EIR, as well as technical analysis to be provided by Envicom Corporation. Envicom Corporation will provide technical analysis for the issues of aesthetics (photograph documentation), air quality and greenhouse gas emissions, biological resources (biological survey, jurisdictional delineation of the bridge location), and cultural resources (Phase I). For the following technical issues, a qualitative analysis demonstrating less than significant impacts is assumed: air quality and greenhouse gas emissions, noise, geology and soils, hydrology and hazards and hazardous materials. In addition, we believe a protocol Springtime Rare Plant survey will be necessary either as a technical study in support of the Initial Study / MND, or in compliance with a required mitigation measure prior to the start of grading. As we are unsure whether the timing of the CEQA process will allow this survey to be completed and incorporated into the CEQA document, we have identified the scope and cost associated with this task as optional. Envicom Corporation-provided technical studies are described further in Task 5, below.

Our analysis will depend upon City-provided project conceptual engineering design materials, including drawings and plans to be provided by the City Engineer, that aid in the analysis of hydrology/water quality and geology/soils among other issues.

*Deliverables:*

- Administrative Draft Initial Study/MND (electronic format) for City review

**Task 3 - Screencheck Draft IS / MND and MMP**

Upon receipt of one (1) consolidated set of City comments, Envicom Corporation will prepare the Screencheck Draft MND. A Mitigation Monitoring Program (MMP) will be prepared, addressing all mitigation measures necessary to reduce project environmental impacts to a less than significant level.

*Deliverables:*

- Screencheck Draft Initial Study / MND and MMP (electronic format and one (1) unbound copy) for proofing and minor final comments by the City

**Task 4 - Public Draft IS / MND and MMP**

Upon receipt of one (1) consolidated set of minor final comments from City staff, Envicom Corporation will make required revisions to prepare the Initial Study / MND and MMP for the public review and provide copies to the City.

The City will be responsible for the Notice of Availability and Notice of Intent (NOA and NOI) to adopt the MND, and public distribution of the documents, as required by CEQA, including County Clerk posting, SCH mailing, and newspaper publication.

*Deliverables:*

- Public Circulation Version of the Initial Study / MND and MMP (limited number of hard copies and CDs assumed, estimated at 11 hard copies, plus up to 16 CDs)

**Task 5 - Final MND, Response to Comments, and MMP**

Upon completion of the public review period for the Draft MND, we will respond to public and agency comments received during the public review period. Prior to receipt of these comments, it is difficult to estimate the level of effort required to prepare responses. The Response to Comments effort will be billed on a time and materials basis. Should the comments received be more extensive than anticipated, additional time required to respond will be billed on a time and materials basis. The budget for this task will not be exceeded without prior authorization. Additionally, the Final MND will include a MMP pursuant to Public Resources Code Section 21081.6. The City will prepare and post the Notice of Determination (NOD).

*Deliverables:*

- Final Initial Study / MND and MMP (limited number of hard copies and CDs assumed, estimated at 9 hard copies each, plus up to 4 CDs)
- Assumes version of the Final Initial Study / MND and MMP

**Task 6 - Meetings/Hearings**

Envicom Corporation has provided an allowance for meetings, conference calls, general coordination, and project management. Additionally we have assumed attendance two (2) public hearings.

**Task 7 - Technical Studies**

*General Biological Survey and Peer Review*

An Envicom Corporation biologist will perform a general reconnaissance survey to determine presence/absence of special status biological resources and to peer review the conclusions of the biology report prepared by Rincon Consultants. In so doing, we will identify constraints that inform the design process, and allow for avoidance of impacts, where feasible. The product of this task will be a letter report, which documents the findings of the reconnaissance surveys and comments on the peer review of the Rincon Biology Report. If necessary we will provide maps to illustrate additional findings or updates to the prior mapping provided by Rincon.

*General Biological Survey Assumptions*

- The survey area for the reconnaissance survey will include the proposed limits of disturbance including a 50-foot buffer.
- Does not include protocol springtime rare plant survey or protocol surveys for wildlife if deemed necessary.

*Air Quality and Greenhouse Gas Analysis*

Envicom Corporation will provide an air quality and greenhouse gas emissions analysis in response to the state CEQA checklist questions. The analysis will quantify project impacts for the construction and operational phase, although project impacts would primarily occur during the construction phase. The Air Quality and Greenhouse Emissions technical analysis will follow the latest protocols established by the



South Coast Air Quality Management District. The analysis will be incorporated into the MND, with technical documentation (CalEEMod results) to be provided in an appendix.

#### *Jurisdictional Delineation*

Envicom biologists will prepare a jurisdictional delineation for the area of the proposed bridge crossing of an ephemeral drainage feature. The delineation will document the limits of CDFW Riparian, Waters of the United States, and Waters of the State pursuant to the current protocols of the US Army Corps of Engineers, the California Department of Fish and Wildlife, and the Regional Water Quality Control Board. The delineation will include a survey area of the location of the bridge, as well as a 25-foot buffer both up and downstream.

#### *Jurisdictional Delineation Assumptions*

- The bridge location will be provided by the City prior to the start of the delineation.
- Consultation with resource agencies is not included, and would be covered under separate authorization if deemed necessary.

#### *Phase 1 Cultural Resources Assessment*

Envicom staff will prepare a phase I cultural resources assessment to identify any known or previously undiscovered cultural resources on the subject property as well as provide recommended mitigation measures should sensitive resources be determined to be present. Preparation of this analysis would include:

- A records check with the South Central Coast Information Center,
- A review of the Native American Heritage Council (NAHC) Sacred Lands Inventory,
- Notification to tribal representatives registered with the NAHC,
- A field survey of the property following the Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983),
- Impact analysis to discuss the potential direct and indirect impacts of the project including recommendations for mitigation measures as needed, and
- Preparation of a stand-alone technical report pursuant to the California State Historic Preservation Office (SHPO) guidelines.

#### *Cultural Resource Assumptions*

- Scope assumes that no new resources will be discovered. If resources are found, the scope of work to document and address them would be covered under separate authorization.
- Meetings and attendance with tribal groups is not included, and would be covered under separate authorization if deemed necessary.

#### *Optional Protocol Springtime Rare Plant Survey*

If the City timeline allows this survey to be conducted before circulation of the MND, this task can be performed and incorporated into the MND. If not, the survey can be identified as a required mitigation measure, with appropriate performance-based requirements such that "deferral" of analysis and mitigation is avoided. The following scope would be provided:



October 2, 2015

Proposal to Prepare and Initial Study/MND

Agoura Hills Recreation Center Trail Project (*Envicom Project #55-547-101*)

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Our biologists will conduct a protocol springtime rare plant survey to identify the presence/absence of rare plants and vegetation communities along the trail alignment as well as a buffer of 50 feet on either side. The survey shall be performed during the blooming period (March – June). It is noted that May would likely be the most desirable month in which to conduct this survey, given the potential for special status rare plants including Lyon's Pentachaeta, (*Pentachaeta lyonii*), Agoura Hills Dudleya (*Dudleya cymosa* spp. *agourensis*), and Ojai navarretia (*Navarretia ojaiensis*) to occur. The location of sensitive plants will be illustrated on a map of the trail improvements based on GPS data recorded in the field. The product of this task will be a letter report and map. The map will only be provided if sensitive plants are observed during the survey.

#### *Optional Protocol Springtime Rare Plant Survey Assumptions*

- Scope assumes two (2) days of field survey.
- We have assumed some presence with relatively low population counts. If significant populations are present, additional time may be required to count all individuals within the population.
- Consultation with resource agencies is not included, and would be covered under separate authorization if deemed necessary.

Optional additional technical work may be required, based upon the findings of the above noted analysis. Envicom Corporation will discuss any such work prior to incurring any costs.

#### **COST**

Envicom Corporation will prepare the proposed scope of work on a time and materials basis for an amount not to exceed \$33,975.00. An optional task to conduct a protocol Springtime Rare Plant Survey (required but may fall outside the timeframe of this contract) is estimated at \$3,880.00. Table 1 provides a detailed breakdown of the staffing, level of effort, hourly rates, and costs per task. Cost estimates are based on the 2015 Envicom Corporation Professional Fee Schedule.

#### *Cost Assumptions:*

- An MND is the appropriate CEQA document.
- The City will provide a conceptual grading and site plans for the trail, bridge, and any other project elements to be included in the project description and environmental analysis.
- The technical studies provided to Envicom will be adequate to support the CEQA analysis, requiring minimal to no review comments by Envicom Corporation.
- The project description will not substantially change once the project description has been completed.
- Budgets may be shifted between line items, upon mutual agreement, to avoid the need for contract amendments.

#### **SCHEDULE**

The MND will be completed according to the following time frame:

- Envicom to conduct site visit with City's trail designer within one (1) to two (2) weeks of authorization to proceed.
- Envicom Corporation provides comments on Conceptual Design within one week of receipt plans.



October 2, 2015

Proposal to Prepare and Initial Study/MND

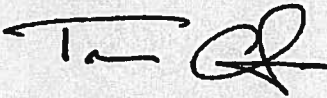
Agoura Hills Recreation Center Trail Project (*Envicom Project #55-547-101*)

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- **Envicom Corporation Prepares Administrative MND – Within six (6) weeks after receipt of conceptual grading and site plans, and technical materials.**
- **City reviews and comments on Administrative MND – Two (2) weeks.**
- **Envicom Corporation produces Screencheck MND in response to City comments – One week.**
- **City reviews and comments on Screencheck MND – One (1) week.**
- **Envicom Corporation reproduces Public Draft MND – One (1) week.**
- **Public review of MND – 30 days.**
- **Envicom Corporation prepares response to public comments and Final MND – Within three (3) weeks after receipt of all comments received during the public review period.**

We are prepared to commence upon your request and have the staff available to meet your schedule needs. We look forward to the opportunity of working with you on this project.

Sincerely,



Travis Cullen  
President

**Attachments:**

- **Table 1 – Cost Detail – Agoura Hills Recreation Center Trail Initial Study/Mitigated Negative Declaration**
- **2015 Envicom Corporation Professional Fee Schedule**

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**



**TABLE 1**  
**Agoura Hills Recreation Center Trail**  
**Initial Study / Mitigated Negative Declaration**  
**Cost Estimate**

<b>Task</b>	<b>Staff/Subconsultants</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>	
<b>Task 1: Conceptual Design Development/Project Description Support</b> (Including Site Walk-over with City Engineer)					
	Travis Cullen	12	\$200.00	\$2,400.00	
	Laura Kaufman	8	\$185.00	\$1,480.00	
		20	<i>Subtotal</i>	<i>\$3,880.00</i>	
<b>Task 2: Administrative Draft IS / MND</b>					
	Laura Kaufman	8	\$185.00	\$1,480.00	
	Charles Cohn	50	\$100.00	\$5,000.00	
	Mitchel Morrison	12	\$85.00	\$1,020.00	
	Jim Anderson	4	\$110.00	\$440.00	
	GIS	8	\$95.00	\$760.00	
	Administrative/WP	8	\$70.00	\$560.00	
		90	<i>Subtotal</i>	<i>\$9,260.00</i>	
<b>Task 3: Screencheck Draft IS / MND and MMP</b>					
	Laura Kaufman	3	\$185.00	\$555.00	
	Charles Cohn	18	\$100.00	\$1,800.00	
	Mitchel Morrison	8	\$85.00	\$680.00	
	GIS	2	\$95.00	\$190.00	
	Administrative/WP	8	\$70.00	\$560.00	
		39	<i>Subtotal</i>	<i>\$3,785.00</i>	
<b>Task 4: Public Draft IS / MND, MMP and NOI</b>					
	Laura Kaufman	3	\$185.00	\$555.00	
	Charles Cohn	10	\$100.00	\$1,000.00	
	Mitchel Morrison	2	\$85.00	\$170.00	
	GIS/Production	2	\$95.00	\$190.00	
	Administrative/WP	8	\$70.00	\$560.00	
		25	<i>Subtotal</i>	<i>\$2,475.00</i>	
<b>Task 5: Final IS/MND, Response to Comments and MMP</b>					
	Laura Kaufman	4	\$185.00	\$740.00	
	Charles Cohn	18	\$100.00	\$1,800.00	
	GIS/Production	2	\$95.00	\$190.00	
	Administrative/WP	8	\$70.00	\$560.00	
		32	<i>Subtotal</i>	<i>\$3,290.00</i>	
<b>Task 6: Meetings/Hearings</b>					
	Laura Kaufman	6	\$200.00	\$1,200.00	
	Charles Cohn	10	\$100.00	\$1,000.00	
	Administrative/WP	2	\$70.00	\$140.00	
		18	<i>Subtotal</i>	<i>\$2,340.00</i>	
				<b>MND Labor Subtotal</b>	<b>\$25,030.00</b>
<b>Task 7: Technical Studies</b>					
<i>General Biological Reconnaissance Survey/Peer Review</i>		Envicom Corporation		\$3,200.00	
<i>Phase I Cultural Resources Assessment</i>		Envicom Corporation		\$2,000.00	
<i>Air Quality and GHG Analysis</i>		Giroux & Associates		\$1,320.00	
				<b>Technical Studies Subtotal</b>	<b>\$6,520.00</b>
<b>Materials/Direct Costs</b>					
Printing of Admin Draft and Final IS/MND + Binding				\$800.00	
Graphics Materials/CDS/Reproductions				\$425.00	
General Mailing and Delivery Expenses				\$400.00	
Communications (Fax, Phone, etc.)				\$800.00	
				<b>Materials/Direct Costs Subtotal</b>	<b>\$2,425.00</b>
				<b>Total MND</b>	<b>\$33,975.00</b>
<b>Optional Tasks</b>					
<i>Protocol Springtime Rare Plant Survey</i>		Envicom Corporation		\$3,880.00	

**NOTES:**

- 1) Assumptions in the text of the proposal apply.
- 2) Additional time for tasks (including meetings) can be provided on a time and materials basis, based upon the 2015 Envicom Corporation Fee Schedule.
- 3) Envicom assumes that monies can be moved between tasks
- 4) Assumes a roughly five month schedule from initiation till adoption of the MND.



**PROFESSIONAL FEE SCHEDULE  
January 1, 2015**

Envicom Professional Fee Schedule applies to the following services:

- Environmental Studies (CEQA/NEPA)
- Environmental Constraints Analyses
- Site Planning/Design
- Development Entitlements
- Biological Resource Studies
- ACOE/CDFW Jurisdictional Studies
- Trustee Agency Permit Procurement
- Habitat Restoration Plans
- Litigation Support
- Environmental Compliance

**PERSONNEL**

Principal	\$200.00
Director	\$135.00-185.00
Senior Associate	\$160.00
Senior Project Manager/Biologist	\$90.00-\$140.00
Environmental Analyst/Staff Biologist	\$85.00-\$125.00
GIS/Mapping	\$95.00
Project Assistant/Production Specialist	\$65.00-\$85.00
Intern	\$50.00

Expert Witness testimony: One and one half times above listed rates (including depositions).

**PROJECT-RELATED EXPENSES:**

A communication fee of three percent (3%) of total labor billings will be charged for in-house costs for phone, fax, e-mail, postage, personal computer use, interim working copy reproductions and records maintenance/retention. Travel expenses (hotels, meals, rental vehicles, etc.) are charged at cost plus fifteen percent (15%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. Printing/Reproduction rates for black and white copies will be charged at \$0.15 per page and in-house color copies at \$2.40 per 8-1/2x11 and \$2.85 per 11x17 copy. Oversized copies and plots will be as quoted. Personal vehicle use will be at current IRS rate (currently \$0.57.5 per mile). Out of pocket direct expenses identifiable to an assignment will be charged at cost plus fifteen percent (15%). Subcontractors and sub-consultants services billed at cost plus 10 percent (10%).

**EQUIPMENT RATES**

Envicom Corporation charges for consumable field materials and specialized equipment.

General Field Consumables (Stakes, Flagging, Plant and Tree Tags)	\$20.00/day
Field Animal Traps	\$35.00/day
Trimble GeoXT GPS	\$65.00/day
4 x 4 Trucks	\$25.00/hour

**PAYMENT**

Envicom Corporation invoices are submitted monthly and payment is due on or before the twenty-fifth (25<sup>th</sup>) day following the date of the invoice. Delays in timely payment of invoices may result in delay of work products.

