

REPORT TO CITY COUNCIL

DATE: FEBRUARY 10, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *GR*

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *NH*
DOUG HOOPER, PLANNING DIRECTOR *DH*

SUBJECT: AGREEMENT BETWEEN THE CITY AND AGOURA LANDMARK, L.P.
FOR THE PAYMENT OF COSTS ASSOCIATED WITH THE
PREPARATION OF ENVIRONMENTAL DOCUMENTATION RELATED
TO THE AGOURA LANDMARK PROJECT

The purpose of this item is to seek approval of an Agreement between the City and Agoura Landmark, L.P. (Martin Teitelbaum) to receive payment for the costs associated with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA) by Envicom Corporation. The Agreement amount totals \$51,912.00, which includes the consultant's cost of preparing the IS/MND, including the preparation of a biological study, in the amount of \$43,260.00, with an additional \$8,652.00 to cover City staff costs to manage the preparation of the IS/MND, including preparing legal notices, and consultant coordination. A separate Agreement for Consultant Services between the City and Envicom Corporation for \$43,260.00 to prepare the IS/MND is also being brought forward to the City Council for consideration at the February 10, 2016 meeting.

Agoura Landmark, L.P. has submitted an application for the Agoura Park Project, which includes multiple light industrial buildings and surface parking. City staff has determined that an IS/MND is necessary for this project. Envicom Corporation has submitted to the City a proposed scope of work to prepare the IS/MND, and staff finds the proposal acceptable. Envicom Corporation 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 the City Council approve the Agreement with Agoura Landmark, L.P. in the amount of \$51,912.00.

Attachment: Agreement for Payment of Costs for the Preparation of Environmental Documentation
(with Attachment A)

**AGREEMENT FOR PAYMENT OF COSTS
IN CONNECTION WITH THE PREPARATION OF
ENVIRONMENTAL DOCUMENTATION**

THIS AGREEMENT is made on _____, 2016, by and between the City of Agoura Hills (hereinafter "City") and Agoura Landmark, LP. (hereinafter "Applicant").

1. Applicant requests that California Environmental Quality Act (CEQA) documentation ("environmental documentation") be prepared for, and under the direction of, City, but at Applicant's expense, for consideration in connection with processing of the proposed Site Plan/Architectural Review application for the construction of an industrial business park with related public infrastructure improvements (the "Project") at 29621 Agoura Road, Assessor's Parcel Number 2061-003-027, Case Nos. SPR-01048-2015, OAK-01049-2015, SIGN-01170-2015, and VTTM 73890.

2. Costs for preparation of the environmental documentation will be as follows:

a. Costs incurred pursuant to an agreement between Envicom Corporation (hereinafter "Consultant") and City for preparation of the environmental documentation, the scope of work of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is forty three thousand two hundred sixty dollars and zero cents (\$43,260.00) ("Consultant's Cost").

b. Staff time for research, writing, reviewing and processing is calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20 percent of Consultant's Cost, i.e. eight thousand six hundred fifty two and zero cents (\$8,652.00) ("Administrative Cost").

c. Additional Consultant and administrative costs are not included within the estimates in subsections (a) and (b) of this Section. To the extent such additional costs arise out of (1) new information supplied to the City regarding the project or its environmental impacts following circulation of the public draft environmental document; (2) incomplete or inaccurate information supplied to the City by Applicant or Applicant's agents; or (3) revisions to the environmental document made necessary, in the City's judgment, by changes to the Applicant's project.

3. Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of fifty one thousand nine hundred and twelve and zero cents (\$51,912.00) (Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the environmental documentation and shall pay City prior to Consultant commencing work within fifteen (15) days from the date of any invoice, or prior to consideration of the

Project by the City Planning Commission or City Council, whichever first occurs.

4. Any excess of the amount deposited over the actual cost incurred in connection with preparation of the environmental documentation shall be refunded by City to Applicant within fifteen (15) days from the date the Notice of Determination for the Project is filed with the County Clerk.

5. In the event Applicant abandons the Project and upon written request from Applicant directed to City's Director of the Planning Department, City will terminate or suspend performance of work by Consultant under the contract between City and Consultant. Applicant shall pay City for all costs incurred by City pursuant to its contract with Consultant and for all administrative and actual costs incurred by City.

6. Applicant shall not communicate with or discuss any matters relating to the preparation of environmental documentation with Consultant without prior approval from City's Director of the Planning Department or his duly authorized representative. Applicant shall address all questions regarding scheduling, content or distribution of the environmental documentation, or any related matters, to City staff, and not to Consultant. The purpose of this provision is to ensure that the environmental documentation is objective and is prepared on behalf of City, and not a document prepared for purposes of advocating approval of the Project.

7. Applicant hereby acknowledges and agrees as follows:

(a) City has sole discretion to select which of its employees are assigned to work on Applicant's applications;

(b) City has sole discretion to determine which persons City will hire as employees, contractors, and Consultant to work on the Applicant's applications.

(c) City has sole discretion to direct the work and evaluate the performance of the employees, contractors, and Consultant whom the City hires to work on Applicant's applications, and City retains the right to terminate or replace at any time any employee, contractor, or Consultant who is assigned to work on Applicant's applications.

8. City and Applicant hereby acknowledge and agree that processing of Applicant applications is not contingent on the hiring of any specific contractor or consultant.

9. City and Applicant hereby acknowledge and agree that the Applicant's duty to reimburse the City is not contingent upon the City's approval or disapproval of the Project or upon the result of any action of the City.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other

promise or obligation with respect to the subject matter of this Agreement.

11. Amendment. This Agreement may only be amended by a written document signed by the parties thereto.

12. Interpretation. This Agreement is deemed to have been prepared by all parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of contracts under the laws of the State of California.

13. Litigation; Recovery of Fees and Costs. In the event that City is required to initiate litigation to enforce this agreement or collect any sum due hereunder, the City shall be entitled to recover its reasonable attorneys fees and costs of suit should the City prevail.

14. Assignment. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, successors, and assigns of the parties. Notwithstanding the foregoing, any reimbursement rights hereunder shall remain with Applicant unless Applicant specifically assigns those rights to a successor by a written assignment delivered to City. Applicant may assign its rights and transfer its obligations under this Agreement only with City's prior written consent, which shall not be unreasonably withheld or delayed. Immediately upon the granting of such consent and City's receipt of a duly executed assignment and assumption agreement by Applicant and Assignee in accordance with the requirements of this Agreement, Applicant shall be released from all liability and obligations hereunder.

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

CITY OF AGOURA HILLS:

By:

Harry Schwarz, Mayor

ATTEST:

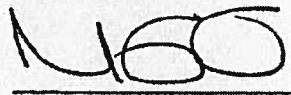
Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:


Candice K. Lee
City Attorney

APPLICANT:

Agoura Landmark, LP
Martin Teitelbaum
569 Constitution Avenue, Suite H
Camarillo, CA 93012
Phone: (805) 383-2221

By: 
Title Gen Prr

Agoura Landmark, LP
Ken Kahan
569 Constitution Avenue, Suite H
Camarillo, CA 93012
Phone: (805) 383-2221

By: 
Title Manager



January 5, 2016

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

Attn: Ms. Valerie Darbouze

Subj: Proposal to Prepare an Initial Study/MND
Agoura Landmark Light Industrial Project (*Envicom Project #55-584-101*)

Dear Ms. Darbouze:

In response to your request, we have provided the following scope of work and cost proposal to prepare an Initial Study/(Mitigated) Negative Declaration for the Agoura Landmark Light Industrial project.

PROJECT UNDERSTANDING

The subject property (APN 2061-003-027) consists of 5.17 acres of vacant land located at 29621 Agoura Road. The proposed project includes development of four (4) clusters of light industrial buildings (6 buildings totaling 69,852 square feet of office and warehouse uses), and approximately 100 surface parking spaces. Development of the project will require 12,412 cubic yards of cut, 7,214 cubic yards of fill, and 5,198 cubic yards of export. The project would require an oak tree permit for the removal of ten (10) oak trees and encroachment into the root protection zone of ten (10) trees. The applicant is also seeking approval for a sign program.

Envicom Corporations role will be to prepare an Initial Study / Mitigated Negative Declaration (MND) on behalf of the City of Agoura Hills. Based on the Request for Proposal, we understand the applicant has prepared the following technical studies and plans for the project:

- Traffic Study
- Grading and Drainage Plans
- Geotechnical Reports
- Oak Tree Report
- Landscape Plans
- Cultural Resource Analysis
- Architectural Plans
- Hydrology Report
- Photo Simulations

We have assumed that all of the technical studies have been prepared by qualified individuals/firms and provide accurate and adequate analysis that can be relied upon for preparation of the MND. In addition to the technical studies provided, Envicom Corporation will prepare the following technical studies:

- Biological Inventory
- Air Quality/Greenhouse Gas
- Noise Study

The following is a description of the scope of work associated with preparation of the MND and technical studies:



SCOPE OF WORK

Task 1 - Administrative Draft Initial Study / MND

Envicom Corporation will prepare an Initial Study pursuant to the California Environmental Quality Act (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 CEQA Guidelines. The project description will be based on the site and grading plans, other descriptive information provided, and a list of required approvals from the City. The project description will include graphics showing the project location, the project site, and the proposed project plans.

The MND will be prepared in accordance with the procedural and substantive requirements set forth in the CEQA statute (Public Resources Code 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.), including an explanation supporting each finding under each topical area. Technical documents or other data sources such as the General Plan EIR 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.

Deliverables:

- Administrative Draft Initial Study/MND (MS Word and PDF) for City review

Task 2 - 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 pursuant to Public Resources Code Section 21081.6, addressing all mitigation measures necessary to reduce project environmental impacts to a less than significant level.

Deliverables:

- Screencheck Draft Initial Study / MND and MMP (MS Word, PDF, and one (1) unbound copy) for proofing and minor final comments by the City

Task 3 - 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 Draft Initial Study / MND and MMP (12 hard copies and 17 CDs assumed)

Task 4 - Final IS / 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. Based on the level of public comments provided on similar projects within the City, we anticipate that no more than five comment letters, with no comments that require additional analysis, or significant response to comments effort. 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. We have assumed the City will prepare and post the Notice of Determination (NOD).

Deliverables:

- Final Initial Study / MND and MMP (10 hard copies and 3 CDs assumed)
- Assumes Draft MND and Appendices will not be reprinted for Final MND
- Assumes one version of the Final Initial Study / MND and MMP

Task 5 – Project Management/Meetings/Hearings

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

Materials/Direct Costs

Direct costs to be incurred include but would not be limited to materials and supplies, equipment usage, mileage, copying, delivery, mailing, and communications charges. Our billing rates are indicated on Envicom Corporation's 2016 Professional Fee Schedule (Attached).

TECHNICAL STUDIES

Biological Resources Inventory

This work includes an analysis of the general vegetation and wildlife, potential for special status species, and jurisdiction habitat within the project site. This task will also include an impact analysis of project activities regarding biological resources and identify applicable mitigation measures.

Literature Review

Envicom Corporation biologists will review published information on biological resources relevant to the project site specifically, and the region in general. These sources would include the following:

- The California Department of Fish and Wildlife's Natural Diversity Data Base Rarefind report for the quadrangle containing the project site.
- California Department of Fish and Wildlife's Lists of Special Plants and Special Animals.
- California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California.
- Published information on regional plants, wildlife, and habitats that provide detail on habitat preferences, regional occurrences, and natural history.
- Recent reports on local biological resources that may contain information relevant to the project site.

Field Surveys

Our field biologists will conduct appropriate site research to compile the existing conditions data, including mapping, list of species, and descriptions of plant communities, wildlife habitats, jurisdictional habitat and sensitive species. Our biologists will traverse the study area in sufficient detail to identify important plant and animal associations present. Animals observed, or their sign will be documented.

To conduct the jurisdictional delineation, we shall use the procedural and substantive requirements of the California Department of Fish and Wildlife (CDFW) and the U.S. Army Corps of Engineers (ACOE). Our field investigations will determine the type and acreage of waters of the United States, including wetlands and riparian habitat. For the determination of ACOE jurisdiction, we shall use the methods described in the Interim Regional Supplement to the Corps of Engineers 1987 Wetland Delineation Manual: Arid West Region 2006.

Biological Inventory Report Preparation

The report will include the following data:

- Setting – description of the site with maps and photographs, and the historical nature of the biological resources.
- Physical Characteristics – description of topography, soil, microclimate, agricultural and other known site disturbance.
- Vegetation – with reference to the plant species inventory, a description of the site's plant communities and their general distribution on the site.
- Wildlife – following the plant community designations, a description of the animal species associated with those habitats, and a list of species observed or expected to occur.
- Sensitive Resources – lists of special status and sensitive habitats, plants, and animals observed or likely to occur in the study area, based on the results of the California Natural Diversity Data Base Search and field surveys. Description of any rare, threatened, or endangered species with potential to use the site.
- Jurisdictional Delineation - description of the methods used to identify waters and wetlands, the findings of the field surveys, a map of jurisdictional areas, and calculations of the acreage subject to each permitting agency's authorization description of jurisdictional plant communities, their distribution, and a list of the plant species and their indicator status in the jurisdictional areas. Wetland delineation forms and photographs will be provided as an appendix.
- Jurisdictional Map –the total jurisdictional areas shall be illustrated. The map shall indicate the areas defined as waters of the US, wetlands, and CDFG riparian.
- Impacts – description of the anticipated impacts to sensitive biological resources that would occur as a result of the proposed improvements.
- Mitigation – recommendations for mitigation measures to avoid, minimize, and/or offset the proposed impacts. The mitigation measures will be based upon recent experience in dealing with the Trustee Resource Agencies and will have a nexus to the proposed project's impacts.

General Biological Survey Assumptions

- The survey area will include the entire subject property.
- Does not include preparation of a springtime rare plant survey or protocol surveys. The scope

and cost associated with additional surveys would be provided upon request.

Air Quality and Greenhouse Gas Analysis

In cooperation with Giroux and Associates, 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. 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.

Air Quality and Greenhouse Gas Analysis Assumptions

- The Air Quality and Greenhouse Gas Analysis will be prepared for one version of the project description and traffic study. Revisions to the project description, sustainability components, or traffic study may warrant additional costs.

Noise Study

Working with Giroux and Associates, Envicom will provide an analysis of short-term construction noise as well as long-term operation noise impacts related to the proposed project. The noise study will include the following:

- Provide a quantified description of the existing noise conditions by establishing an updated baseline noise (CNEL noise metric) exposure profile using the FHWA Model with the latest California vehicle noise curves (CALVENO) for freeway and arterial noise given the distance from the 101 Freeway and the noise attenuation provided existing adjacent and proposed buildings. Project future site noise loading using assumed growth factors for roadway traffic.
- Identify the regulatory framework for noise, including any applicable federal, state, and/or local regulations and/or standards and provide definitions of noise-specific terminology to inform the general public and make the subsequent discussion accessible and understandable to the non-professional.
- Describe the criteria used to determine project noise impacts, including but not limited to, CEQA Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and any City-established thresholds.
- Evaluate the impact of project construction on sensitive receptors.
- Identify and evaluate potential noise impacts on adjacent uses resulting from activities on the project site.
- Conduct on-site noise measurements at boundaries.
- Identify potential long-term noise levels generated by the project and evaluate their effect on noise sensitive receptors around the proposed development.
- Evaluate the project's contribution to cumulative noise impacts within the City, with emphasis on potentially traffic-impacted street segments identified by the City.
- Establish a quantitative significance threshold for exposure to ground borne vibration levels and on-site ground borne vibration levels associated with site grading that may be experienced at sensitive receptor locations adjacent to the project site in the course of construction. Vibration attenuation and construction-related setback features for the proposed project will be assessed and any additional measures to reduce vibration levels experienced by nearby sensitive receptors will be recommended, where needed.

- Identify noise mitigation measures that may be needed to meet established City standards.

Noise Study Assumptions

- The traffic study and anticipated construction equipment will be provided to Envicom.
- Noise Study will be prepared for one version of the project description. Revisions to the project description may warrant additional costs.

WORK SCOPE, PRODUCT COST ASSUMPTIONS

The scope of work, costs and schedule described herein are based upon the following assumptions:

- **Electronic Files** – All relevant reports, studies, surveys, and exhibits prepared for the project shall be made available, including electronic files of site topography.
- **General Limits of Scope:**
 - An MND is assumed to be the appropriate CEQA document.
 - The technical studies that are provided to us are assumed to be adequate to support the CEQA analysis, requiring minimal to no review comments by Envicom Corporation.
 - Although not anticipated at this point, if warranted, additional technical studies would be provided under separate authorization.
 - The project description will not substantially change once the project description has been completed.
 - Budgets may be shifted between line items to avoid the need for contract amendments.
 - Additional rounds of review and/or attendance at additional public hearings would be provided under separate authorization.

COST

Envicom Corporation will prepare the proposed scope of work on a time and materials basis for an amount not to exceed \$43,260.00. **Table 1** provides a detailed breakdown of the staffing, level of effort, hourly rates, and costs per task. Cost estimates are based on the 2016 Envicom Corporation Professional Fee Schedule.

Cost Assumptions:

- An MND is the appropriate CEQA document.
- The City will provide a conceptual grading and site plans to be included in the project description and environmental analysis.
- The technical studies that are provided to us are assumed to 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 Corporation Prepares Administrative MND – Within eight (8) weeks after receipt of authorization, conceptual grading and site plans, and technical reports/materials.
- City reviews and comments on Administrative MND – Two (2) weeks.
- Envicom Corporation produces Screencheck MND in response to City comments – One (1) 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 Landmark Light Industrial Project Initial Study/Mitigated Negative Declaration
- 2016 Envicom Corporation Professional Fee Schedule

TABLE 1
Agoura Landmark Light Industrial Project
Initial Study / Mitigated Negative Declaration
Cost Estimate

Task	Staff/Subconsultants	Hours	Rate	Cost
Task 1: Administrative Draft Initial Study / MND	Director of Env. Services	12	\$185.00	\$2,220.00
	Project Manager	40	\$100.00	\$4,000.00
	Environmental Analyst 1	24	\$85.00	\$2,040.00
	Environmental Analyst 2	20	\$90.00	\$1,800.00
	GIS	12	\$95.00	\$1,140.00
	Administrative/WP	16	\$70.00	\$1,120.00
	Subtotal		124	
Task 2: Screencheck Draft IS / MND and MMP	Director of Env. Services	6	\$185.00	\$1,110.00
	Project Manager	20	\$100.00	\$2,000.00
	Environmental Analyst 1	8	\$85.00	\$680.00
	GIS	4	\$95.00	\$380.00
	Administrative/WP	4	\$70.00	\$280.00
	Subtotal		42	
Task 3: Public Draft IS / MND and MMP	Director of Env. Services	4	\$185.00	\$740.00
	Project Manager	8	\$100.00	\$800.00
	Environmental Analyst 1	4	\$85.00	\$340.00
	GIS/Production	6	\$95.00	\$570.00
	Administrative/WP	6	\$70.00	\$420.00
	Subtotal		28	
Task 4: Final IS/MND, Response to Comments, and MMP	Director of Env. Services	4	\$185.00	\$740.00
	Project Manager	16	\$100.00	\$1,600.00
	Environmental Analyst 1	4	\$85.00	\$340.00
	GIS/Production	2	\$95.00	\$190.00
	Administrative/WP	6	\$70.00	\$420.00
	Subtotal		32	
Task 5: Project Management/Meetings/Hearings	Director of Env. Services	8	\$185.00	\$1,480.00
	Project Manager	20	\$100.00	\$2,000.00
	Subtotal		28	
	MND Labor Subtotal			\$26,410.00
Materials/Direct Costs				
	Printing of Admin Draft and Final IS/MND + Binding			\$1,100.00
	Graphics Materials/CDS/Reproductions			\$600.00
	General Mailing and Delivery Expenses			\$500.00
	Communications (Fax, Phone, etc.)			\$800.00
	Materials/Direct Costs Subtotal			\$3,000.00
	MND TOTAL			\$29,410.00
Technical Studies				
	Biological Resources Inventory		Envicom Corporation	\$8,350.00
	Air Quality and GHG Analysis		Giroux & Associates	\$2,750.00
	Noise Study		Giroux & Associates	\$2,750.00
	TECHNICAL STUDIES TOTAL			\$13,850.00
	MND + TECHNICAL STUDIES TOTAL			\$43,260.00

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 without a contract amendment.



PROFESSIONAL FEE SCHEDULE
January 1, 2016

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	\$135.00-190.00
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 \$0.54 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 (25th) day following the date of the invoice. Delays in timely payment of invoices may result in delay of work products.

