

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 ENVICOM CORPORATION
TO PREPARE ENVIRONMENTAL DOCUMENTATION ASSOCIATED
WITH THE AGOURA LANDMARK PROJECT

The purpose of this item is to seek approval of an Agreement for Consultant Services between the City and Envicom Corporation for the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA), for the project proposed by Agoura Landmark, L.P. (Martin Teitelbaum). The agreement stipulates an amount not to exceed \$43,260.00 for the preparation of the document. A related agreement for payment of costs to the City by Agoura Landmark, L.P. for the preparation of the environmental document is proposed as part of a separate City Council agenda item at the February 10, 2016 meeting. That agreement amount is \$51,912.00 which includes \$43,260.00 for the preparation of the IS/MND plus an additional \$8,652.00 to cover the City staff costs of reviewing the IS/MND and preparing legal notices and other coordination-related tasks with the Consultant.

Martin Teitelbaum has submitted an application for the Agoura Landmark Project located at 29631 Agoura Road, which includes multiple light industrial buildings and surface parking. City staff has determined that an IS/MND review is necessary for this project and finds the proposed scope of work acceptable. Envicom Corporation has provided CEQA document preparation services for the City 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 for Consultant Services with Envicom Corporation on a time-and-materials basis for a not-to-exceed fee of \$43,260.00.

Attachment: Agreement for Consultant Services (with Attachment A)

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

NAME OF CONSULTANT:	Envicom Corporation
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Travis Cullen
CONSULTANT'S ADDRESS:	4165 E. Thousand Oaks Blvd. Suite 290 Westlake Village, CA 91362
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Valerie Darbouze
COMMENCEMENT DATE:	February 11, 2016
TERMINATION DATE:	February 10, 2017
CONSIDERATION:	Contract Price Not to Exceed: \$43,260.00

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

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

THIS AGREEMENT is made and effective as of February 11, 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 February 11, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 10, 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 forty three thousand two hundred sixty dollars and zero cents (\$43,260.00) ("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.

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.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Envicom Corporation
4165 E. Thousand Oaks Boulevard,
Suite 290
Westlake Village, CA 91362
Attention: Travis Cullen

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be

payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

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

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 Boulevard,
Suite 290
Westlake Village, CA 91362
(818) 879-4700

By: _____

Name: TRAVIS CULLEN

Title: PRESIDENT

By: _____

Name: Paul 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:

SEE ATTACHED



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.

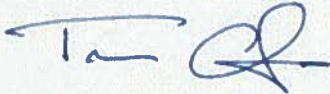
SCHEDULE

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
		124	<i>Subtotal</i>	<i>\$17,320.00</i>
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
		42	<i>Subtotal</i>	<i>\$4,450.00</i>
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
		28	<i>Subtotal</i>	<i>\$2,870.00</i>
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
		32	<i>Subtotal</i>	<i>\$3,290.00</i>
Task 5: Project Management/Meetings/Hearings				
	Director of Env. Services	8	\$185.00	\$1,480.00
	Project Manager	20	\$100.00	\$2,000.00
		28	<i>Subtotal</i>	<i>\$3,480.00</i>
			<i>MND Labor Subtotal</i>	<i>\$26,410.00</i>
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
			<i>Materials/Direct Costs Subtotal</i>	<i>\$3,000.00</i>
			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.				

EXHIBIT B
PAYMENT RATES AND SCHEDULE

SEE ATTACHED

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**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.

