

REPORT TO CITY COUNCIL

DATE: SEPTEMBER 14, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *JR*

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *NH*
ALLISON COOK, ASSISTANT PLANNING DIRECTOR *ac*

SUBJECT: AGREEMENT BETWEEN THE CITY AND ENVICOM CORPORATION
TO PREPARE ENVIRONMENTAL DOCUMENTATION ASSOCIATED
WITH THE OAKMONT AGOURA HILLS PROJECT

The purpose of this item is to seek approval of an Agreement for Consultant Services between the City and Envicom Corporation (Consultant) for the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA), for the proposed Oakmont Agoura Hills Project, a senior assisted living and memory care facility. The agreement stipulates an amount not to exceed \$39,350 for the preparation of the document. A related agreement for payment of costs to the City by Oakmont Senior Living for the preparation of the environmental document is proposed as part of a separate City Council agenda item at the September 14, 2016 meeting. That agreement amount is \$47,220, which includes \$39,350 for the preparation of the IS/MND plus an additional \$7,870 to cover the City staff costs of reviewing the IS/MND and preparing legal notices and other coordination-related tasks with the Consultant.

Oakmont Senior Living has submitted an application for the Oakmont Agoura Hills Project, which includes a single two-story building with 72 units for senior assisted living and memory care, along with 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 for Consultant Services with Envicom Corporation on a time-and-materials basis for a not-to-exceed fee of \$39,350.

Attachment: Agreement for Consultant Services (with Exhibits A and B)

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 91301
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Allison Cook
COMMENCEMENT DATE:	September 14, 2016
TERMINATION DATE:	September 13, 2017
CONSIDERATION:	Contract Price Not to Exceed: \$39,350.00

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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 September 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 September 14, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 13, 2017, unless sooner terminated pursuant to the provisions of this Agreement. The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

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 nine thousand three hundred fifty and zero cents (\$39,350.00) ("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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless

requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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 Blvd., Ste. 290
Westlake Village, CA 91362
Attn: 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: _____

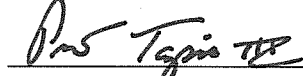
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Envicom Corporation
4165 E. Thousand Oaks Blvd., Ste. 290
Westlake Village, CA 91362
(818) 879-4700

By: 
Name: TRAVIS CULLEN
Title: PRESIDENT

By: 
Name: PRIMO TAPIA
Title: VICE PRESIDENT

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED



July 18, 2016

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

Attn: Allison Cook, Assistant Planning Director

Subj: Proposal to Prepare an Initial Study/MND
Oakmont Senior Living Project, Case #CUP-021231-2016) (*Envicom Project # 56-635-101*)

Dear Ms. Cook:

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 Oakmont Senior Living project.

PROJECT UNDERSTANDING

The subject property (29353 Canwood Street) is a 5.7-acre site, which is proposed for the development of a 72-unit assisted living and memory care facility, with an anticipated resident population of 87 persons. The entire facility would be licensed by the state of California Department of Social Services as a Residential Care Facility for the Elderly, classified as "Assisted Living." Approximately 36% of the units (26 units) will be set aside specifically for residents needing memory care (i.e., residents with Alzheimer's disease and other forms of dementia). The development will require removal of billboards and a remnant foundation under a separate permit. The proposed project would consist of a two-story, 74,903 square foot structure designed for the special needs of seniors. Amenities would be provided, such as cooking and dining facilities, activity rooms, beauty salon, library, fitness center, private theater, and outside courtyards. The design will include landscaping that incorporates a fuel modification zone and a sound wall designed to reduce freeway noise levels to 65 dB. Parking exceeding code-requirements would be provided, which the applicant has calculated at 51 parking spaces. Transportation services will be included, providing resident access to shopping, doctor's appointments and other activities. The facility will operate a 20+ passenger bus as well as a smaller vehicle for local trips. Residents will be offered month-to-month leasing agreements. The length of stay for residents may range from a few months to over ten years. The facility will operate on a 24-hour basis, seven (7) days a week. The number of employees will fluctuate between a high of 30 employees during the day to a low of five (5) employees during the night shift. The applicant has calculated a total number of 60 individual employees and the full time equivalent at 49 employees.

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

- Biology Report
- Oak Tree Map
- Trip Generation/ Parking Study
- Noise Study
- Conceptual LID/Drainage Report
- ALTA Survey
- Architectural Plans
- Geotechnical Investigation & Addendum
- Landscape Plan & Parking Shading Plan
- 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:

- Jurisdictional Delineation
- Air Quality and Greenhouse Gas Emissions Analysis

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 and address all topical areas contained in Appendix G of the CEQA Guidelines. The project description will be based on the existing conditions at the site, the project grading plans, applicant's project description narrative, architectural 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, all of which will be based upon applicant-supplied materials.

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 also, upon request one (1) unbound copy, upon request) 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 (two volumes, one with the IS/MND and the other with the appendices) and MMP (6 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. Based on the level of public comments provided on similar projects within the City, we anticipate that no more than five (5) 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. This task also includes City review of Envicom Corporation's preliminary responses to comments, to be provided electronically (Word format). We assume only minor City edits, as most issues will be well vetted by this stage. 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 three (3) CDs assumed)
- Assumes one (1) 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

We assume direct costs to be incurred would include but would not be limited to materials and supplies, equipment usage, mileage, copying, delivery, mailing, and communications charges. Our direct cost fees are indicated in Envicom Corporation's 2016 Professional Fee Schedule (attached).

TECHNICAL STUDIES

Biological Resources Report Peer Review and Supplemental Analysis, Including a Jurisdictional Wetland Delineation

Envicom has performed a preliminary review of the biological resources report supplied by the applicant's consultant (FirstCarbon Solutions). We find the report to be a bit light in some areas and recommend some supplemental research and analysis. The supplemental analysis will include a more detailed literature review and field surveys. Envicom Corporation's work will be summarized in a brief technical memo to be placed in an appendix to the MND and incorporated into the MND analysis text. We will also prepare a jurisdictional wetland delineation, as a stand alone report, which will also be incorporated into the MND analysis. Tasks will include:

Literature Review

Adding to the information provided in the existing report, 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:

- 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

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.

Our field biologists will also spot check the existing conditions data, and mapping provided by the previous biological resources report. The results of the peer review and spot-checking of the Biological Resources Assessment will be written directly into the Biological Resources section of the MND.

Jurisdictional Delineation Report

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.
- 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 CDFW 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.

Biological Resources Report Peer Review and Jurisdictional Delineation Assumptions

- Does not include attending meetings or processing permits with the Trustee Resource Agencies.
- Does not include preparation of a springtime rare plant survey or protocol surveys.

- Assumes existing biological resources setting in the applicant's consultants report is comprehensive and does not need significant revisions or additional information.

Noise Study Peer Review

Envicom Corporation will peer review the noise study. This work may be performed with the assistance of staff at Giroux and Associates. This proposal assumes that no major changes in the noise study would be required. However, supplemental scope of work, if needed, could be performed by the applicant's technical consultant and peer reviewed by Envicom Corporation, or prepared by Envicom Corporation under a separate cost authorization.

Noise Study Peer Review Assumptions

- Assumes the applicant-provided Noise Study is adequate for CEQA purposes and no changes to the study or to the project description occur.

Air Quality and Greenhouse Gas Emissions Analysis

Envicom Corporation will provide an air quality and greenhouse gas emissions analysis in response to the state CEQA checklist questions. This work may be performed with the assistance of staff at Giroux and Associates. The analysis will quantify project impacts for the construction and operational phase and evaluate them against the CEQA Checklist and South Coast Air Quality District (SCAQMD) thresholds. The Air Quality and Greenhouse Emissions technical analysis will follow the latest protocols established by the SCAQMD. The analysis will be incorporated into the MND, with technical documentation (i.e., CalEEMod results) to be provided in an appendix.

Air Quality and Greenhouse Gas Emissions Analysis Assumptions

- The air quality and greenhouse gas emissions analysis will be prepared for one (1) version of the project description and trip generation. Revisions to the project description, sustainability components, or traffic study may warrant additional costs.

WORK SCOPE, PRODUCT COST ASSUMPTIONS

The scope or 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.
 - Schedule timeframes may be modified upon mutual agreement with the City.
 - 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 \$39,350.00. **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 six (6) 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 two (2) 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

EXHIBIT B
PAYMENT RATES AND SCHEDULE



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

Table with 2 columns: Position and Rate. Rows include 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), and 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.

Table with 2 columns: Equipment and Rate. Rows include General Field Consumables (Stakes, Flagging, Plant and Tree Tags) \$20.00/day, Field Animal Traps \$35.00/day, Trimble GeoXT GPS \$65.00/day, and 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.



TABLE 1
Oakmont Senior Living 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	42	\$100.00	\$4,200.00
	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
	<i>Subtotal</i>	126		<i>\$12,520.00</i>
Task 2: Screencheck Draft IS / MND and MMP	Director of Env. Services	6	\$185.00	\$1,110.00
	Project Manager	22	\$100.00	\$2,200.00
	Environmental Analyst 1	8	\$85.00	\$680.00