



REPORT TO CITY COUNCIL

DATE: FEBRUARY 22, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: ALLISON COOK, ASSISTANT PLANNING DIRECTOR 

SUBJECT: AGREEMENT BETWEEN THE CITY AND CALIFORNIA COMMERCIAL INVESTMENT GROUP FOR THE PAYMENT OF COSTS ASSOCIATED WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION RELATED TO THE AVE PROJECT IN AGOURA VILLAGE

The purpose of this item is to seek approval of an agreement between the City and California Commercial Investment Group (Applicant) to receive payment for the costs associated with the preparation of an Environmental Impact Report (EIR), pursuant to the California Environmental Quality Act (CEQA) by Envicom Corporation (Consultant). The Agreement amount totals \$181,350.96, which includes the consultant's cost of preparing the EIR in the amount of \$151,125.80, with an additional 20 percent of the EIR cost (\$30,225.16) to cover City staff costs to manage the preparation of the EIR, including preparing legal notices and other CEQA documentation, review of the Consultant's work, and Consultant coordination. A separate Agreement for Consultant Services between the City and Envicom Corporation for \$151,125.80 to prepare the EIR is also being brought forward to the City Council for consideration at the February 22, 2017 meeting.

The Applicant has submitted an Agoura Village Development Permit application for the mixed-use AVE Project, which consists of 118 apartments; 32,952 square feet of retail use; 8,750 square feet of restaurant use; 5,150 square feet of office use; and a 70,000 square-foot hotel of 120 rooms, along with surface and underground parking. The site is located at the southeastern corner of Kanan and Agoura Roads. City staff has determined that a project-specific EIR is necessary for this project, which will focus on select environmental issues, and will be based off the already approved Agoura Village Specific Plan Final Program EIR (2008).

Envicom Corporation has submitted to the City a proposed scope of work to prepare the EIR, and staff finds the proposal acceptable. Envicom Corporation has provided CEQA document preparation services for the City several times in the past, and staff has been pleased with the firm's quality of work and timely product deliveries.

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

RECOMMENDATION

Staff respectfully requests the City Council approve the Agreement with California Commercial Investment Group in the amount of \$181,350.96.

Attachment: Agreement for Payment of Costs in Connection with the Preparation of Environmental Documentation (including Exhibit A)

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

NAME OF APPLICANT: CA Commercial Investment Group

APPLICANT'S ADDRESS: 4530 E. Thousand Oaks Blvd.
Suite 100
Westlake Village, CA 91362

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attention: City Manager

COMMENCEMENT DATE: February 23, 2017

TERMINATION DATE: February 22, 2018

CONSIDERATION: \$181,350.96

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

THIS AGREEMENT is made this February 23, 2017 by and between the City of Agoura Hills (hereinafter "City") and California Commercial Investment Group (hereinafter "Applicant").

1. Applicant requests that California Environmental Quality Act documentation ("environmental documentation") be prepared for and under the direction of City but at Applicant's expense, for consideration in connection with processing of an Agoura Village Development Permit (Case Number AVDP-01161-2015) for The AVE Project at the southeast corner of Agoura and Kanan Roads (APN 2061-031-020).

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

a. Costs incurred pursuant to an agreement between Envicom Corporation (hereinafter "Consultant") and City for preparation of the environmental documentation, the scope of work of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is one hundred fifty-one thousand one hundred twenty-five dollars and eighty cents (\$151,125.80) ("Consultant's Cost").

b. Staff time for research, writing, reviewing and processing, calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20 percent of Consultant's Cost, i.e. thirty thousand two hundred twenty-five dollars and sixteen cents (\$30,225.16) ("Administrative Cost").

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

3. Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of one hundred eighty one thousand three hundred fifty dollars and ninety-six cents (\$181,350.96) (Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the environmental documentation and agrees to pay such additional

sums as may be billed by City for preparation of the environmental documentation within 15 days from the date of any invoice, or prior to consideration of the Project by the City Planning Commission or City Council, whichever first occurs.

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

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

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

7. Applicant hereby acknowledges and agrees as follows:

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

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

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

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

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

10. Entire Agreement. This Agreement constitutes the entire

agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

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

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

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

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

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

CITY OF AGOURA HILLS:

By: _____
Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee
City Attorney

APPLICANT:

CA Commercial Investment Group
4530 E. Thousand Oaks Blvd.
Suite 100
Westlake Village, CA 91362

By: _____

Name: Lou Melman

Title: Founder

CA Commercial Investment Group

By: _____

Name: Gary Collett

Title: FOUNDER.

CA Commercial Investment Group

EXHIBIT A
TASKS TO BE PERFORMED AND SCHEDULE



February 8, 2017

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

Attn: Allison Cook, Assistant Planning Director

Subj: REVISED Proposal for The Ave Project EIR (*Envicom Project # 57-703-101*)

Dear Ms. Cook:

Envicom Corporation is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the proposed mixed-use project known as The Ave. The project site is approximately 18.45 acres located on the southeast corner of the intersection of Agoura Road and Kanan Road in the City of Agoura Hills. This proposal provides a scope, schedule and cost for preparation and processing of the EIR and supporting technical documentation. Our knowledge of the site and project are based upon the information provided to us thus far, supplemented by Envicom Corporation's experience and knowledge of CEQA, the Agoura Village Specific Plan, and the City's requirements.

APPROACH

Our objective in preparing this EIR is to provide the City with a defensible CEQA analysis, within an efficient time frame. We have tailored our approach to 1) rely on the Initial Study/Notice of Preparation to focus the issues to be addressed in the EIR, 2) be mindful of issues specific to the Agoura Village Specific Plan, and 3) address public concerns recently received on the Agoura Cornerstone project. Where possible we will run tasks in parallel to minimize the schedule, while maintaining proper procedure as required under CEQA.

PROJECT UNDERSTANDING

The Ave project is a proposed mixed-commercial use development. The project would include approximately 32,952 square feet of retail floor area, 8,750 square feet of restaurant floor area, 5,150 square feet of office floor area, a 115-room hotel, and 118 apartment dwelling-units. A total of 592 parking spaces will be provided via 285 spaces within surface parking lots, 31 street parking spaces, and 276 subterranean parking spaces. Our understanding of the project is based upon the technical studies and plans provided to date.

SCOPE OF WORK

Envicom Corporation will prepare a project level EIR, consistent with City of Agoura Hills procedures. This work comprises: completion and submittal of the Initial Study, Draft EIR (including the Administrative, Screencheck, and Public Review Draft EIR), Final EIR including Response to Comments, and assistance in preparing draft CEQA notices required for the EIR process. The City will prepare the distribution lists and distribute the documents, including Initial Study, Draft EIR, Final EIR and Notices. As we discussed, no Scoping Meeting is anticipated.



The list below identifies the technical reports that will be relied upon to support the EIR analysis and the party responsible for each. We anticipate the Applicant will provide any other required reports and/or project information. Technical studies provided by the Applicant will be peer reviewed by either Envicom or City staff as indicated.

- Site Plans, Grading Plans, Elevations, Renderings, as well as specific construction and operational information to be requested by Envicom (Applicant)
- Aesthetics – Photosimulations (Applicant)
- Air Quality and Greenhouse Gas Emissions (Envicom Corporation/Giroux & Associates)
- Biological Resources – Oak Tree Report, Biological Inventory (5/15), Botanical Report (9/15), Gnatcatcher and Least Bells Vireo Surveys (9/15), CRAM (5/15), Riparian Habitat and Creek Protection Program (5/15), 2017 Spring Rare Plant Survey (Applicant)
 - Peer review including a Field Visit/Reconnaissance (Envicom Corporation)
- Cultural Resources – Phase 2 Archaeological Evaluation (Applicant)
 - Peer review by Envicom Corporation
- Geology (Applicant)
 - Peer review by City staff
- Hazardous Materials – Phase I ESA (Applicant)
- Hydrology Report (Applicant)
 - Peer review by City staff
- Noise and Vibration (Applicant)
 - Peer review by Envicom Corporation/Giroux and Associates
- Noise Study Supplement for Off-Site Sensitive Receptors (Envicom /Giroux and Associates)
- Transportation and Traffic (Applicant)
 - Peer review by City's Consultant, Kimley Horn

This proposal assumes the Applicant-provided studies would be adequate to support the EIR analysis and will not require significant review comments or revision by the authors.

The EIR will be prepared in accordance with the procedural and substantive requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.).

TASK 1 – Initial Study / Notice of Preparation

Envicom Corporation will review project materials and prepare the Initial Study and Notice of Preparation (NOP). We understand the intent for this project is to use the Initial Study to scope certain issues from the EIR analysis. For issues that the Initial Study demonstrates are to be carried forward for analysis in the Draft EIR, a brief response to each of the Checklist questions will be provided. More detailed responses will be provided where further analysis is not

warranted in the EIR. This scope assumes that we will be able to provide sufficient justification in the Initial Study to scope out the following issues from further analysis in the EIR:

- Agriculture and Forestry
- Population and Housing
- Parks and Recreation
- Hazardous Materials (pending Phase I from Applicant)
- Mineral Resources
- Public Services - Fire, Police (pending service provider information)
- Public Services - Schools, Libraries
- Utilities – Solid Waste (pending service provider information)

Should our research determine otherwise, we would meet with the City to determine the additional analysis needed and the parties to provide any technical studies. We will then provide a scope and cost for the additional work.

Deliverables:

- Email correspondence or phone call providing any questions or comments on project materials.
- Draft Initial Study and NOP – two (2) iterations (one (1) iteration for City review, and a final for circulation).

Schedule:

- Applicant responses to our additional information requests are assumed to be received within one (1) week of the request.
- Draft Initial Study and NOP within three (3) weeks of authorization to proceed and receipt of the application and project descriptive materials.

TASK 2 –Draft EIR

Envicom Corporation's team will provide research, analysis, modeling and writing for each of the environmental topics carried forward to the EIR. Concerns raised in CEQA-relevant comments in response to the NOP comment process will be addressed in the EIR. Technical study scopes are described in Task 6.

The EIR will include the following general and mandatory CEQA sections.

Introduction – Provides a background of the project's CEQA review process, including dates of circulation for the Initial Study/NOP, organization and contents of the EIR, and the contact information for providing comments on the EIR.

Executive Summary – Provides a summary of the proposed project, the identified significant impacts of the proposed project, and mitigation measures required as a result of the EIR analysis. In addition, the Executive Summary summarizes the Alternatives analysis; identifies areas of controversy known to the City, including issues raised by agencies and the public; and lists any issues to be resolved, including the choice among alternatives and whether or how to mitigate significant effects of the project.

Project Description - Identifies the precise location and boundaries of the proposed project, statement of objectives, a description of the technical, economic, and environmental characteristics of the project, considering the project engineering and supporting public service facilities. The project description identifies the intended uses of the EIR, including the list of agencies that are expected to rely on the EIR in their respective decision-making processes, a list of the related discretionary actions (permits and approvals) required to implement the proposed project, and a list of any related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies. As the entire EIR analysis depends upon the Project Description, Envicom Corporation will prepare this section early in the process, to get team feedback prior to finalizing the technical analysis.

Cumulative Projects – Describes the cumulative project list and assumptions utilized in the cumulative analysis in the EIR. For a project of this type, the cumulative project list from the Traffic study is typically used.

Environmental Impact Analysis – The sections for each environmental issue area will include analysis of the existing conditions, regulatory setting, significance thresholds, impacts, mitigation measures, residual impacts (i.e., the level of significance after implementation of mitigation measures), and cumulative impact analysis.

The individual environmental topics to be addressed in the EIR are determined through the Initial Study process (Task 1). As noted in Task 1, our scope assumes that the Initial Study will demonstrate that select topics do not warrant analysis in the EIR. Therefore, we assume the EIR will address the following remaining topics.

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Noise and Vibration
- Transportation and Traffic
- Utilities – Sewers and Water Supply

Based on our understanding of the area as well as discussions with the City regarding this site and recent public comments made regarding the proposed Cornerstone project there are several sensitive issues to be addressed in this EIR. We understand that there are cultural and biological resource sensitivities on the project site, and our peer review and focused work on those issues will require careful considerations and clearly justified EIR conclusions. We will need to evaluate the project's consistency with the City General Plan and Agoura Village Specific Plan (AVSP) and the City's Guide to the Agoura Village Development Process. The EIR analysis will outline why, for various reasons, the equestrian center and trail called for in the AVSP is no longer proposed for the proposed project site. Assuming there is no issue with a Rim of the Valley trail or similar issues, we do not anticipate the need to carry Parks or Recreation forward to the EIR. Another public concern raised on the Cornerstone project was the potential need for more detailed analysis and discussion of project impacts related to water quality. We are aware of this concern and will tailor the analysis to address this concern. We will work with the City to determine an approach to address this thoroughly.

Additional Mandatory Sections - The EIR will also include an analysis of Alternatives, Consideration and Discussion of Significant Impacts (including potential growth inducing impacts), and Preparers of the EIR and References. The document will include appendices, to be comprised of the Initial Study/NOP and NOP comments received, as well as the project technical studies on which the EIR analysis relies.

Deliverables:

- Draft EIR – Three (3) iterations (Administrative and Screencheck Drafts for City review and a Public Draft for circulation).

Schedule:

- *Project Description* - within two (2) weeks of authorization to proceed.
- *Administrative Draft to City* - within six (6) weeks of completion of the project description. An additional one (1) to two (2) weeks may be required to revise the analysis to address NOP comments if they are received post completion of the first Administrative Draft EIR.
- *Screencheck Draft to City* – within two (2) weeks of receipt of City comments, assuming no major new issues or studies are required.
- *Public Draft for Circulation* – within two (2) weeks of receipt of City comments, assuming no major new issues or studies are required.
- A 45-day (7 week) public review period is mandated by CEQA.

TASK 3 –Final EIR / Response to Comments

This task will include preparation of the following components to comprise the Final EIR: 1) Response to Comments chapter (responding to agency and public CEQA-relevant comments received on the Draft EIR), 2) a complete updated EIR with redline and strikeout for any changes, and 3) updated Mitigation Monitoring and Reporting Program. This proposal assumes a moderate level of comments, as noted in the assumptions below. Three (3) iterations of the document are

assumed, with the third being the final version. Envicom Corporation will provide a draft Notice of Determination for the City's use in CEQA-required noticing.

Deliverables:

- Final EIR – Two (2) iterations (an Administrative Draft and a final).
- Draft Notice of Determination.

Schedule:

- Administrative Draft Final EIR to City - within four (4) weeks of receipt of all public comments, assuming no major new issues are raised, no revisions to the project design, and no additional technical studies are required.
- Final EIR – two (2) weeks of receipt of City comments, assuming no major new issues or studies are required.

TASK 4 – Meetings and Coordination

Envicom Corporation will participate in meetings with City staff as needed. As the number of meetings is not yet known, our Cost Table provides an estimate of the level of effort for this task.

TASK 5 – Public Hearing Support

Public hearing support provided by Envicom Corporation will consist of preparation of the Findings of Fact and Statement of Overriding Considerations (if needed), participation in hearing preparation calls or meetings, and attendance at two public hearings for the project. Our role at the public hearings will be to provide CEQA support, including a brief presentation and verbal responses to EIR questions, as requested. The level of effort required for this task is difficult to anticipate. We have made assumptions in our Cost Table.

Deliverables:

- Draft Findings of Fact and Statement of Overriding Considerations for City Review.

Schedule:

- Draft Findings and Statement of Overriding Considerations within two (2) weeks after completion of the Final EIR.

TASK 6 – Technical Reports to Support the EIR

The technical scope of work for Air Quality, Greenhouse Gas Emissions, Noise, and Cultural Resources studies to support the EIR are provided below.

Air Quality/Greenhouse Gas Emissions Analysis

Envicom Corporation (with Giroux & Associates) will provide a stand-alone Air Quality and Greenhouse Gas Emissions technical report to City of Agoura Hills and South Coast Air Quality

Management District (SCAQMD) standards in a setting/impact/mitigation format. The analysis and findings will be incorporated into the Air Quality and Greenhouse Gas Emissions Sections and be attached as appendices to the EIR. The scope of work for this study will include:

Air Quality Tasks

- Describe the local area air quality setting based upon SCAQMD monitoring data from the nearest air monitoring station.
- Calculate temporary construction activity emissions (demolition, excavation, grading & construction) using procedures identified within the SCAQMD CEQA Air Quality Handbook (1993) incorporated into the CalEEMod computer model.
- Calculate regional vehicular emissions using the currently recommended CalEEMod computer model from any anticipated increase in daily traffic.
- Discuss project consistency with the South Coast Air Basin Regional Air Quality Management Plan in terms of land use planning consistency for proposed site development.
- Identify any potentially applicable mitigation measures.
- Discuss the potential effects on local air quality of cumulative development in the area.

Greenhouse Gas Emissions Tasks

- Describe the existing GHG regulatory environment, focusing on AB-32 and SB-375.
- Summarize the base year GHG emissions inventory for the City of Agoura Hills and discuss the likely progress in moving forward since then.
- Identify appropriate thresholds of impact significance that include both the quantity of GHG generated by the project as well as project consistency with sustainable community initiatives.
- Quantify GHG emissions associated with transportation, on-site energy consumption, indirect electricity generation emissions, solid waste generation, and water use using the CalEEMod computer model GHG module.
- Summarize any City initiatives for GHG emissions minimization.
- Determine GHG impact significance after application of available mitigation measures.

Noise and Vibration Analysis Peer Review

Envicom Corporation (with Giroux & Associates) will peer review the Applicant's provided Noise and Vibration study, to assure that it satisfies City CEQA requirements and appropriately assesses project impacts. The peer review comments, if any, will be conveyed in writing (email or memorandum). We have assumed that any information gaps or corrections to the noise study will be addressed by the Applicant team. The noise analysis and findings will be incorporated into the Noise Section and the study will be attached as an appendix to the EIR.

Noise Study Supplement for Off-Site Sensitive Receptors

The Applicant provided noise study prepared by Advanced Engineering Acoustics focuses on the existing noise environment and the impacts of anticipated adjacent roadway and freeway noise levels on the future residents of The Ave project. Envicom Corporation (with Giroux and Associates) will supplement the Applicant provided study to address the impacts associated with project related construction noise on existing off-site sensitive receptors including the caretaker residences associated with the Conejo U-Store It and Agoura Self Storage facilities. We will take noise measurements at the sensitive receptor locations to establish the ambient noise baseline at these locations, and model the potential construction noise impacts at these locations based on an anticipated construction equipment fleet.

Biological Resources Peer Review and Field Visit/Reconnaissance

Envicom Corporation will peer review the Applicant's provided Oak Tree Report, Biological Inventory, Botanical Report, Gnatcatcher and Least Bells Vireo Surveys, CRAM, Riparian Habitat and Creek Protection Program. To aid our review, an Envicom biologist will perform a field visit/reconnaissance to spot check or verify the findings. Our peer review comments, if any, will be conveyed in writing (email or memorandum). The biological resources analysis and findings will be incorporated into the Biological Resources Section and the studies will be attached as appendices to the EIR.

Cultural Resources Analysis Peer Review

Envicom Corporation will be perform a peer review of the Applicant's provided Cultural Resources Reports and Treatment Plan to assure that they satisfy State and City regulatory requirements for such resource documents, and that they provide adequate information to support assessment of project impacts under CEQA for the topics of Archaeological, Paleontological, Historic and Tribal Cultural Resources. Our peer review comments, if any, will be conveyed in writing (email or memorandum). We have assumed that any information gaps or corrections to the Cultural Resource technical studies will be addressed by the Applicant team. The analysis and findings will be incorporated into the Cultural Resources Section. Technical reports (excluding sensitive information) will be attached as appendices to the EIR. The significance determination in the EIR will be consistent with CEQA statute Section 21083.2 which addresses the determination of significant effects on a unique archaeological resource (as defined therein) and appropriate mitigation.

Tribal Consultation

If requested by the City Envicom's Director of Cultural Resources will prepare for and attend one (1) meeting with Tribal Representatives, City staff, and the Applicant team to complete formal tribal consultation pursuant to AB-52. The results of the tribal consultation will be incorporated into the EIR analysis. Additional meetings and/or other tribal consultation tasks will be provided under separate proposal if deemed necessary.

MATERIALS/DIRECT COST ESTIMATE

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 2017 Professional Fee Schedule (attached). The attached Cost Table provides our estimated direct costs including the reproduction costs for each version of the EIR based on assumptions for the number of documents needed and the size of the documents.

GENERAL ASSUMPTIONS

In preparation of this proposal we have made the following general assumptions:

- Additional issues that are not currently included may be raised in the public and City comments as well as the yet to be prepared project Initial Study and technical studies. Substantive new issues or revised approaches could result in a change in scope.
- Renderings or photosimulations of the project will be provided by the project Applicant.
- The Applicant/City will provide the technical studies and peer reviews identified at the Scope of Work introduction, above.
- Changes in the Project Description after our analysis has begun that require substantive changes to technical analysis, or other time consuming edits, may require amendments to our contract authorization.
- The Alternatives analysis will address the No Project Alternative and up to two (2) additional alternatives. A brief discussion of alternatives considered but rejected will be included, to demonstrate that a reasonable range of alternatives was considered. If it is determined through the Draft EIR process that additional alternative evaluations are necessary, a cost proposal can be provided at that time.
- Response to Comments received on the Draft EIR will not require new technical studies or substantive new analysis or modeling and that no changes to the EIR conclusions would be necessary, as the latter would require recirculation of the EIR. The level of work effort currently anticipated is conveyed in the attached Cost Table.
- The City will provide distribution and noticing for the Initial Study/NOP, Draft EIR and Final EIR. Envicom Corporation will prepare draft notices for City use.
- Our cultural resources scope includes only a general peer review to establish any analysis gaps, and determine the adequacy of the analysis to meet regulatory requirements and CEQA compliance. Additional research, analysis, mapping, or field surveys deemed necessary will be provided by the Applicant team.
- The scope descriptions in this proposal and the staff hours conveyed in the Cost Table indicate the anticipated level of effort, including report preparation and meetings. Should additional scope be required, we will discuss the additional requirements and the need for a contract amendment with the client before incurring extra costs.
- We reserve the right to reallocate budget between tasks where the reallocation will not change to the overall contract amount.

SCHEDULE

Envicom Corporation will work with the City to meet the desired project entitlement timeframe and will prioritize this project. Our attached schedule identifies the timeframe associated with the proposed tasks through preparation of the Final EIR. This schedule is predicated on the availability of all requested project description information and plans as well as project technical studies by February 23, 2017. The City will complete peer reviews of the geology, hydrology, and traffic reports and the Applicant team will complete any necessary revisions to those technical studies by March 15, 2017. We understand the 2017 Spring Rare Plant Survey will be provided by the Applicant. In order to maintain the proposed EIR Schedule, the results of the survey must be provided to Envicom by May 10, 2017. Additionally, this schedule assumes the technical studies provided to Envicom will be adequate for incorporation into the EIR and will not require revisions by the Applicants team to provide information required under CEQA.

COST

Envicom Corporation will prepare the EIR on a time and materials basis for a not-to-exceed without prior authorization amount of \$151,125.80, as detailed in the attached Cost Table. This cost is based upon the 2017 Professional Fee Schedule, attached, and is subject to the assumptions in this proposal. Assumptions include those listed in the Scope of Work and those built into the Cost Table. Please feel free to call us should you have and questions regarding this proposal. We look forward to working with you on this project.

Sincerely,



Travis Cullen
President

Attachments:

- The Ave Project Environmental Impact Report Cost Table
- The Ave Project Environmental Impact Report Schedule
- 2017 Envicom Corporation Professional Fee Schedule

**The Ave Project
Environmental Impact Report Cost Table**

Task Heading	Staffing Rate	Principal	Dir Env.	Dir Cultural	Sr. Biologist	Planner / Project Manager	Env. Analyst 2	Env. Analyst 1	GIS Mapping	Production Specialist	Cost/Fees
		\$ 200	\$ 180	\$ 135	\$ 110	\$ 110	\$ 95	\$ 85	\$ 95	\$ 70	
		# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	
LABOR											
Task 1 - Initial Study/Notice of Preparation											
1st Draft for Team Review		2	4	2	1	24	8	0	2	4	\$5,300.00
Revisions per City Comments and Distribution		0	2	0	0	4	0	0	0	4	\$1,100.00
SUBTOTAL		2	6	2	1	28	8	0	2	8	\$6,400.00
Task 2 - Draft EIR											
Administrative Draft EIR											
Introduction		0	4	0	0	0	0	0	0	1	\$630.00
Executive Summary & Impact/Mitigation Table		0	2	0	0	4	12	0	0	2	\$2,100.00
Project Description		0	2	0	0	24	0	0	8	2	\$3,920.00
Aesthetics and Visual Resources		0	4	0	0	28	0	0	8	2	\$4,740.00
Air Quality		0	2	0	0	28	0	0	0	2	\$3,600.00
Biological Resources		1	2	0	40	4	0	0	8	2	\$6,320.00
Cultural Resources		1	2	12	0	4	32	0	4	2	\$6,200.00
Geology and Soils		0	2	0	0	0	28	0	3	2	\$3,600.00
Greenhouse Gas Emissions		0	2	0	0	28	0	0	0	2	\$3,455.00
Hydrology and Water Quality		1	2	0	0	32	0	0	0	2	\$3,600.00
Land Use and Planning		0	4	0	0	6	28	0	4	2	\$4,240.00
Noise and Vibration		1	2	0	0	4	24	0	0	2	\$4,670.00
Transportation/Traffic		0	2	0	0	6	32	0	4	4	\$3,440.00
Utilities											\$4,740.00
Sewers		0	1	0	0	6	24	0	1	1	\$3,295.00
Water Supply		0	1	0	0	6	24	0	1	1	\$3,295.00
Alternatives		0	4	0	0	16	4	0	0	1	\$2,970.00
Other Required CEQA Sections		0	2	0	0	6	4	0	0	1	\$1,490.00
Senior Review and Direction		8	12	0	0	6	2	0	0	1	\$4,800.00
ADMINISTRATIVE DRAFT TOTAL		12	52	12	40	208	214	0	41	33	\$67,715.00
Screencheck Draft EIR											
REVISIONS PER CITY COMMENTS		2	12	4	4	32	16	0	6	8	\$9,830.00
SCREENCHECK SUBTOTAL		2	12	4	4	32	16	0	6	8	\$9,830.00
Draft EIR & Notice of Completion											
REVISIONS PER CITY COMMENTS		1	4	2	1	12	4	0	2	4	\$3,510.00
PRODUCTION OF DRAFT EIR		0	2	0	0	6	2	0	8	8	\$2,550.00
DRAFT EIR SUBTOTAL		1	6	2	1	18	6	0	10	12	\$6,060.00
Task 3 - Final EIR/ Response to Comments											
Response to Comments		2	8	6	8	36	24	0	6	8	\$10,980.00
Redline Revisions to the EIR		0	1	0	0	8	8	0	0	4	\$2,110.00
Mitigation Monitoring and Reporting Program & NOD		0	1	0	0	2	8	0	0	2	\$1,310.00
1ST DRAFT SUBTOTAL		2	10	6	8	46	40	0	6	14	\$14,400.00
REVISIONS PER CITY COMMENTS		1	2	2	2	16	6	0	2	4	\$3,870.00
PRODUCTION OF FINAL EIR		0	2	0	0	8	2	0	8	8	\$2,770.00
FINAL EIR SUBTOTAL		1	4	2	2	24	8	0	10	12	\$21,040.00
Task 4 - Meetings and Coordination											
Conference calls, correspondence, meetings		4	6	0	0	16	0	0	0	0	\$3,700.00
Project Management/Administration		1	10	0	0	20	0	0	0	20	\$5,700.00
SUBTOTAL		5	16	0	0	36	0	0	0	20	\$9,400.00
Task 5 - Public Hearing Support											
Attend Public Hearings (2, including preparation)		0	14	0	0	16	0	0	0	0	\$4,420.00
Findings of Fact/Statement of Overriding Considerations		0	2	0	0	24	0	0	0	4	\$3,300.00
SUBTOTAL		0	2	0	0	24	0	0	0	4	\$7,720.00
EIR LABOR SUBTOTAL											\$128,165.00
Task 6 - Technical Reports to Support the EIR											
Air Quality/Greenhouse Gas Emissions											Envicom/Giroux & Associates \$4,100.00
Noise and Vibration Study Peer Review											Envicom/Giroux & Associates \$1,000.00
Noise Study Supplement for Off-Site Sensitive											Envicom/Giroux & Associates \$2,500.00
Biological Resources Reports Peer Review and Field											Envicom \$3,520.00
Cultural Resources Peer Review											Envicom \$2,160.00
Envicom Participation in Tribal Consultation											Envicom \$1,080.00
TECHNICAL STUDIES SUBTOTAL											\$14,360.00
DIRECT COSTS											
Document Production											
Initial Study/NOP											45 discs no hard copies \$225.00
Administrative Draft EIR											PDF and word versions, no hard copies \$0.00
Screencheck Draft EIR											PDF and word versions, no hard copies \$0.00
Draft EIR											5 copies/250 pages each (20 color pages each) \$427.50
Draft EIR Appendices											5 copies/500 pages each (1 color page each) \$387.00
Draft Final EIR											PDF and word versions, no hard copies \$201.00
Final EIR											21 copies/350 pages each (20 color pages each) \$2,110.50
Final EIR Appendices											2 copies/500 pages each (1 color page each) + 19 discs \$249.00
Materials/Reproductions/Mailing/Communications/Etc.											Estimate \$5,000.00
DIRECT COSTS ESTIMATE											\$8,600.00
TOTAL COST ESTIMATE											\$151,125.00
OPTIONAL TECHNICAL STUDIES											
Notes:											
1) The Response to Public Comments effort has been estimated. The actual level of effort is dependent on the number and complexity of the comments received. We reserve the right to re-evaluate the level of effort to respond to public comments at which time all comment letters have been received.											
2) Additional time for tasks (including meetings) will be provided on a time and materials basis, upon authorization by the City. See Envicom fee schedule (attached).											
3) Assumptions in the proposal apply, including the ability to shift budget between line items to avoid the need for contract amendments.											

The Ave Mixed Use Project Environmental Impact Report Schedule

Activity Name	Party	Duration (Weeks)	Start Date	Finish Date	Feb		Mar				Apr				May				Jun				Jul				Aug				Sept				Oct				
					19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	
1 Preparation of the Initial Study / Notice of Preparation (NOP)																																							
2 First Draft	Envicom	3.00	2/23/17	3/15/17																																			
3 City Staff Review	City	1.00	3/16/17	3/22/17																																			
4 Revisions per City Comments	Envicom	1.00	3/23/17	3/29/17																																			
5 Public Circulation	Public	4.30	3/30/17	4/28/17																																			
6 Preparation of Draft EIR																																							
7 EIR Project Description	Envicom	2.00	2/23/17	3/8/17																																			
8 Peer Review of Applicant Technical Studies	Envicom	3.00	2/23/17	3/15/17																																			
9 Envicom Technical Studies	Envicom	4.00	2/23/17	3/22/17																																			
10 AB-52 Tribal Consultation	City	6.00	3/16/17	4/26/17																																			
11 Prepare Admin Draft EIR	Envicom	6.00	3/9/17	4/19/17																																			
12 City Staff Review of Admin Draft EIR	City	2.00	4/20/17	5/3/17																																			
13 Prepare Screencheck Draft EIR (Revisions per City Comments)	Envicom	2.00	5/4/17	5/17/17																																			
14 City Review of Screencheck Draft EIR	City	2.00	5/18/17	5/31/17																																			
15 Final Revisions/Production and Mailing of Draft EIR	Envicom	2.00	5/31/17	6/13/17																																			
16 Public Circulation of Draft EIR	Public	7.00	6/14/17	8/1/17																																			
17 Preparation of Final EIR																																							
18 Prepare Draft Final EIR/Response to Comments	Envicom	4.00	8/2/17	8/29/17																																			
19 City Review of Draft Final EIR/RTC	City	2.00	8/30/17	9/12/17																																			
20 Prepare Final EIR per City Comments on Final EIR/RTC and Production	Envicom	2.00	9/13/17	9/26/17																																			
21 Prepare Draft Findings and Statement of Overriding Considerations	Envicom	2.00	9/27/17	10/10/17																																			

Assumptions:

- 1) All applicant technical studies and project description materials are available at kickoff.
- 2) Site plans and project description materials don't substantively change post kickoff.
- 3) Applicant technical studies will be suitable for incorporation into EIR and do not require revisions by Applicant team.
- 4) AB-52 Tribal consultation can be initiated by 3/16 and completed within 45 days.
- 5) 45 day public circulation of Draft EIR
- 6) Public comments received on Draft EIR will not be excessive.
- 7) Response to comments does not require new technical studies.

LEGEND




-  Envicom Tasks
-  City Tasks
-  Public Review

EXHIBIT B
PAYMENT RATES AND SCHEDULE



PROFESSIONAL FEE SCHEDULE
January 1, 2017

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	\$130.00-\$140.00
Senior Biologist	\$115.00
Project Manager	\$100.00-\$110.00
Environmental Analyst/Staff Biologist	\$85.00-\$110.00
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 ten percent (10%). 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 \$0.54 per mile. **Out of pocket direct expenses** identifiable to an assignment will be charged at cost plus ten percent (10%). **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.

